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The Solicitors' Journal

[REGISTERED AS A NEWSPAPER.]

VOL. LXXIV. No. 22 [PAGES 341 TO 358]. Saturday, May 31, 1930. Price 1s.

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Prepaid Annual Subscription (including Postage and all Supplements)—£2 12s.

Half-yearly Subscription in proportion.

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Vol. 74 (Part I) commenced on 4th January.

CONTRIBUTIONS.

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The Solicitors' Journal

(ESTABLISHED 1857.)

*** Notices to Subscribers and Contributors will be found on page ii.

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Current Topics.

Lord Muir Mackenzie.

ALTHOUGH LORD MUIR MACKENZIE, whose death at the age of eighty-four occurred last week, was an excellent lawyer as befitted one who had been a pupil of Lord DAVEY and of Lord BOWEN, he, like many another who knew the law with an intimacy bred of long study, achieved no success in the courts. Indeed, it was only after he left them that his life work really began. As principal secretary to Lord SELBORNE, when that distinguished man was Lord Chancellor, MUIR MACKENZIE found his true *métier*. For a time the office was purely personal, but somewhat later he was appointed Permanent Secretary to the Lord Chancellor, and to this appointment he joined that of Clerk of the Crown in Chancery, and these offices he held for something like thirty years. Those whose memories go back before 1915, in which year he resigned office, will recall his stately figure in the yearly procession through the Central Hall at the opening of Michaelmas term, and how he was regarded as the real distributor of silk gowns and judicial offices. Certainly he had an immense influence in the bestowal of such favours, and it is said that the criticisms which from time to time were many and vocal directed against the selections for preferment made during Lord HALSBURY'S Chancellorship left him entirely unmoved. Obviously he could not please every aspirant to forensic or judicial distinction. Apart from the work coming peculiarly within his department, he did excellent public service in connexion with the revision of statute law, and as Chairman of the Select Committee of both Houses on consolidated Bills. To the surprise of many, he accepted office in the Labour Government of 1924 as a Lord in Waiting to the King, and resumed it on the return to power last year of Mr. RAMSAY MACDONALD. He was one of those who enjoyed work, and he enjoyed it to the end.

Memorandum of Agreement.

CRITICISM OF the prevalent practice of estate agents putting forward a "memorandum of agreement" made to look like an agreement in an endeavour to clinch a deal, was made by Mr. Justice ROWLATT on the 16th inst., in the case of *Marks* v. *Board and Others* (74 SOL. J., 354). In that case the plaintiff negotiated for the purchase of a house from the first defendant through the agency of the second defendants, estate agents. He made an offer of £950 which was accepted by the defendant, and paid a small deposit. A document called a "memorandum of agreement" was drawn up, which contained the words "subject to surveyor's report." The defendant vendor later repudiated the bargain, and the plaintiff now claimed damages for breach of the alleged contract for the sale of the house. Mr. Justice ROWLATT, in giving judgment for the defendants, said that the case was a rather unfortunate one, in which the plaintiff had to fail because there was no contract which he could enforce. The "memorandum of agreement" was a formal sort of document, bearing a stamp and signed by the agents for the vendor and the plaintiff. The whole transaction was subject to the words "subject to surveyor's report," and it was perfectly well understood in that business, with regard to houses, that when a person said that he would buy "subject to surveyor's report," although he signed everything else, what it meant was that he would not decide whether he would take the house or not until he had heard what his surveyor said about it. In short (said his lordship) there was no contract, because the buyer was not yet bound, and, therefore, the seller was not bound either. Later, Mr. Justice ROWLATT said that there was a stamp on the document, and sometimes both parties were deluded into thinking it was an agreement when they did not want to. He did not think that that ought to be done by house agents. In concluding, his lordship said that he quite sympathised with house agents as they often had to do a lot of work for which they did not get any money. That, unfortunately, is only too true too often, and is almost a sufficient justification for the practice condemned by his lordship, for what can be more discouraging and annoying, after weeks or months of tactful negotiations, to see the hopes of a substantial commission dashed to the ground by a sudden and unexpected change of mind.

Case Law Slavery.

MR. HAMMOND in his book on Legal History says that: "Our Common Law is really judge-made law and has been developed and adapted to varying conditions ever since its early stages. It still grows, and even at the present day custom is incorporated into it." The interesting part of this extract are the words "has been developed and adapted to various conditions." Conditions, indeed, have changed much during the centuries over which our case law extends, but that principles have also altered too is not so readily acceptable. An unusual but not surprising reference to case law was recently made by Mr. Justice MCCARDIE, who, when his attention was drawn by counsel to a decision given in the last century, said: "My own view is that this slavery of case law which exists to-day is doing infinite harm to English law. To my mind principles and decisions should change with the times." His Lordship went on to say that he had been looking at some of the decisions given in the sixteenth and seventeenth centuries by which he was said to be governed, and he expressed the view that they were given at a time when superstition was so prevalent and foolish notions so dominant that, but for the doctrine of precedent, one would reject those decisions as being vanities. His Lordship has, no doubt, voiced the opinion of other judges who, on many occasions, must have longed to shake off the strangling fetters of case law inconsistency and give an independent decision based on the application of a principle to modern facts. With regard to principle, one might, with respect, differ from his Lordship,

by denying that principles should change with the times. Principles are immutable; it is merely the application of the principles to widely varying sets of facts that requires reviewing in the light of modern ideas. So different, in fact, are modern conditions from those of some centuries ago that it may well seem that fundamental principles themselves have undergone a change. What, however, is the alternative to case law, but independent decision, where each judge decides when and how a principle applies entirely irrespective of the views a brother judge may be expressing in the adjacent court. In that event, it is submitted, chaos more appalling than that which Mr. Justice McCardie said existed in case law might probably result. Imagine only the immense difficulty counsel would experience when searching diligently for argument in support through a wide field of possibly inconsistent expressions of opinion. Perhaps, though, if a judge could give an independent decision he would not require the assistance of the view of others on similar matters, and then law reports would cease. Obviously, the most satisfactory practice would be that case law should continue, but with a discretion in a judge, not to be abused, that he may exercise his own judgment in cases to which old decisions are manifestly not applicable to modern circumstances.

Sporting Rights over Agricultural Land.

In our issue of the 10th May appeared a note that we understood it was probable no appeal would be lodged in the case of *Hastings* v. *R. O. for Walsingham R.D.C.*, the decision in which was noted on p. 298 of the same issue. This seems to us to be a pity, as the precise *ratio decidendi* of the Lord Chief Justice's judgment appears (with all respect) to be as difficult to grasp, as is that of the Court, which (unfortunately without the services of the Lord Chief Justice) decided the "bakehouse" case. In *Lord Hastings' Case* the Lord Chief Justice appears to make great point of the fact that from the definition of agricultural land in the Rating and Valuation (Apportionment) Act, 1925, "land kept or preserved mainly or exclusively for the purposes of sport or recreation" was expressly excluded. The words quoted were copied from the Agricultural Rates Act, 1896, and how they affected the question whether there could legally be an assessment on Lord Hastings of £44 in respect of sporting rights exercisable over land of the net annual value (apart from the sporting rights) of £472 15s. (the actual figures given in the special case) we cannot imagine. These figures, of course, merely emphasize the fact that the land over which the rights were exercisable was agricultural land within the section. The Lord Chief Justice's reference to the words of exclusion seem almost to indicate that in his view all sporting rights over agricultural lands might be lawfully assessed. Not even the Attorney-General, however, as far as we are aware, suggested that the appellant could have been assessed, if he had been in occupation of the land, or that the farm tenants could have been assessed, if there had been no reservation of sporting rights. It is most unfortunate that the Legislature did not see fit to deal specifically with the question of sporting rights, the law as to the assessment of which, whether the recent decision is or is not the final word on the subject of reserved rights, is in a very unsatisfactory position.

A Sporting Lease.

In the case of *Peech* v. *Best*, *The Times*, 27th inst., the Court of Appeal, in deciding for the plaintiff, found it necessary doubly to distinguish a former authority, *Jeffryes* v. *Evans* (1865), 19 C.B. N.S. 246. In each of these cases the tenant of sporting rights sued his lessor on the latter's covenant for quiet enjoyment, on the grounds of interference with such rights. In *Jeffryes* v. *Evans* these rights over a farm then let to a tenant were demised to the plaintiff, having been excepted in the lease of the farm. It was held that the sporting rights in question included that to shoot rabbits. The farmer, finding the rabbits too numerous, not only shot a large number of them, but cut down underwood and grubbed up and destroyed furze-covers, thus driving away game. The plaintiff sued his lessor both in respect of the shooting of rabbits, and the loss of cover. He failed as to the shooting, because the court held that the farm lease did not authorise the farmer to shoot the rabbits, which he did unlawfully, and he also failed as to the loss of cover, because cutting furze and underwood was an ordinary incident in the cultivation of land, the possibility of which the plaintiff should have expected, and against which he should have guarded himself by covenant if he had objected. In *Peech* v. *Best*, the sporting demise to the plaintiff was over 700 acres, and the defendant sold off twelve acres for training stables and quarters. The court upheld the judgment for the plaintiff in the court below on the grounds (1) that the defendant had expressly authorised the purchaser of the land to build the racing stables, and (2) that such building was not an ordinary incident in the use of the land, which the plaintiff might reasonably have expected. It seems, indeed, obvious that, if a turnip field was turned into the curtilage of a racing stable, no sportsman could ever expect a covey of partridges to rise from it again, and the sale for the purpose was therefore, as Scrutton, L.J., put it, a derogation from the grant. The building of farm cottages for labourers on the farm would, it may be suggested, come within the older authority, but not building for extraneous purposes. Scrutton, L.J., expressed doubt, when the stables for thirty-six horses and six stable-boys were in occupation, whether a game bird would be left within a quarter of a mile of the stables. This remark obviously covered an area larger than the excepted twelve acres, outside which the stable-boys would be trespassing, and there seems an obvious suggestion, poaching. But on the authority of *Jeffryes* v. *Evans*, the lessor would not be responsible for any unlawful act of this sort, unless, indeed, a stable-boy was to be deemed a poacher by nature within the doctrine of *Rylands* v. *Fletcher*, so that the lessor who allowed such a creature on his land would be held liable for the consequences.

A Stud-Farm not an Agricultural Holding.

Not every farm is an agricultural holding within the Agricultural Holdings Act, 1923. The defendant in *Re Joel's Lease* (*The Times* of 23rd May) took a lease of property for use as a stud-farm. The lessor had so used it, and the defendant covenanted in the lease to do repairs suitable for a stud-farm, to graze the turf and to keep the lands clean, and not to use the premises otherwise than as a stud-farm. Just before the end of the lease the plainitff bought the freehold, and told the defendant that he would expect him to give up possession at the end of the lease. The defendant refused, alleging that the lease created an agricultural holding of a pastoral character within the Agricultural Holdings Act, 1923, and claiming to be entitled to a year's notice to quit under s. 23 of that Act, even after the tenancy had expired. Maugham, J., held that the object of the lease was not for a tenancy of a holding of a pastoral character. What had to be considered, he said, was the purpose of the letting as shown by the nature of the property and the terms of the lease. Many farms for breeding animals, e.g., pedigree cattle, might well be agricultural holdings within the Act, but here the freeholder had used the property to breed race-horses, and that was the main purpose of the letting. Grass and pasture were included in the lease, but that did not make the holding entirely pastoral; and the covenant to keep the property clean demanded no such cultivation as was requisite to a pastoral tenancy. There was, he added, no cultivation clause at all, strictly speaking; there was neither a covenant for hay-making, nor a restriction on breaking up pasture land; and he decided that the property was let as a farm for breeding race-horses, and was therefore not an agricultural holding within the Agricultural Holdings Act, 1923, with the result that the defendant was not entitled to the notice which he claimed.

Criminal Law and Practice.

AGE LIMIT IN BORSTAL SENTENCES.—The case of *R.* v. *Scoffin* (*Times*, 18th March) will be of considerable interest to justices. The defendant had been convicted of larceny at Rochdale Petty Sessions on 22nd January, 1930, and had been sent to Manchester Assizes for sentence under s. 10 of the Criminal Justice Administration Act, 1925. He had there been sentenced, on 18th February, 1930, to three years' detention in a Borstal institution. Against this sentence he now appealed. He was born on 17th February, 1909, and the Commission Day for Manchester Assizes was 17th February, 1930. He was accordingly under twenty-one at the date of conviction, but over twenty-one at the time when he appeared at the assizes for sentence, and the question arose whether it was competent for the court to pass a sentence of detention in a Borstal institution. The Court of Criminal Appeal held that it was not, and substituted for it a sentence of six months in the second division. In giving the judgment of the court, the Lord Chief Justice said that the Statute provided that a person might be sentenced to detention in a Borstal institution if it appeared to the court that that person was not less than sixteen nor more than twenty-one years of age—" is of such age as aforesaid " in the words of the Statute. " Is " must mean " is " on the day of sentence, and inasmuch as the appellant was more than twenty-one on the day of sentence he could not be sent to a Borstal institution. This decision is obviously a logical one, but it seems a very great pity that the training and other benefits given by Borstal should be denied to persons suitable for detention therein. No doubt there should be an age limit, but this type of treatment might well be extended to young persons of a considerably more advanced age.

WOMEN AND JUVENILE COURTS.—It has become so generally taken for granted that the services of women magistrates should be utilised in dealing with children that any recommendation to the contrary comes as something of a shock.

However, the following is reported as one of the recommendations of a woman speaker at a meeting of the committee of the Child Protection Society in Colombo, a few months ago :—

> " Men, and not women, as magistrates in juvenile courts. A magistrate officiating in a children's court should be just as legally-minded and experienced as one in any other court."

With the last sentence we entirely agree. As long as juvenile courts are courts of law, the law should be carefully and accurately applied to the cases with which they deal. This aspect of the matter is too often overlooked, or impatiently brushed aside, by people whose philanthropy and reforming zeal outweigh their judgment.

Because women have so recently taken to the law as a profession, it is natural still to associate legal training and experience with men. This will not always be so, however. Now that the legal profession has opened its doors to women, they are beginning to qualify for paid judicial office. So far, their prospects of becoming High Court judges, or even holding lesser legal office, do not seem particularly bright; but if at some future time it should be decided to appoint special stipendiary magistrates for children's courts, we see no reason at all why such magistrates should not be taken from among the women members of the Bar. We certainly do not subscribe to the proposition : " Men, and not women, as magistrates in juvenile courts."

IRISH DISTRICT COUNCIL SUPERSEDED.

The Irish Free State Minister for Local Government has, says *The Times*, dissolved the Dalkey (Co. Dublin) Urban District Council and appointed a paid commissioner to administer the council's affairs. In a sealed order the Minister alleges that the council has not been discharging its duties effectively.

De-rating of Industrial Hereditaments

AFTER an interval of some weeks the Divisional Court has resumed the hearing of appeals by special case under the Rating and Valuation (Apportionment) Act, 1928. It cannot be said that the first case heard after the interval has added much to our knowledge of the criteria by which can be answered that very difficult question, when can a hereditament be said to be primarily used for the purpose of a retail shop, or for other purposes not being those of a factory or workshop, within s. 3 (1) of the Act. The case, *R. O. for Wimbledon* v. *Assessment Committee for Surrey, N.E. ; Rating Authority for Wimbledon and Kerslake*, concerned the assessment of a bake-house occupied with a dwelling-house and baker's and confectioner's shop, at 40 High Street, Wimbledon. Although the decision, which was that the whole property was primarily used as a retail shop or a retail shop and dwelling-house, and therefore the occupier was *not* entitled to have the assessment apportioned and the bakehouse classed as an industrial hereditament, will affect thousands of similar properties throughout the country, the judgments of the court (AVORY, TALBOT and FINLAY, JJ.), as reported in *The Times* of the 22nd May, are somewhat elusive in regard to the tests applied in arriving at the decision.

The main bread bakehouse itself adjoined the dwelling-house and shop but had no internal communication. There was also a confectionery bakehouse and a store. The total rateable value was £138, of which the assessment committee had apportioned £27 as industrial and £111 as non-industrial. The main bakehouse, in which eight persons were regularly employed, was apparently equipped with up-to-date machinery and appliances for dealing with 200 sacks of flour a week (a sack is usually credited with producing from 90 to 100 quartern loaves).

It was found in the case that the occupier's total turnover was £15,300 a year. Of this, £9,940 represented sales of goods manufactured in the bakehouses and delivered to private customers by the baker's roundsmen ; £3,500 sales of goods also manufactured in the bakehouses and sold to hotels, restaurants, clubs, &c., for re-sale ; and £1,860 taken in the shop, the latter sum including £200 for goods not manufactured on the premises and a sum for teas served to customers in a small room adjoining the shop. The teas were evidently quite a minor part of the business, as the room in which they were served was described as having a frontage of only 9 feet 6 inches.

It was impossible to state the net profits due to each portion of the business, and obviously the different sums making up the gross turnover would show different percentages of profit. There was a drive at the side of the shop and it would have been possible to convert the main bakehouse into a physically separable hereditament by making an entrance from the roadway in place of the existing doorway opening into the yard, but this fact was, very naturally, held to be irrelevant, as the court had to deal with the premises as they were.

Mr. Justice AVORY said that the statement as to the respective turnovers of the business was also irrelevant to the question whether the premises could be properly described as an industrial hereditament. He was satisfied that the contention of the appellant (the R. O.), that the premises were primarily occupied and used for the purposes of a retail shop was correct. If it had been necessary to proceed further, he would have held that they were primarily occupied and used for a combination of purposes of a retail shop for the sale of bread and other commodities and of a dwelling-house. His lordship commented on certain Scotch cases where a different view was taken of the construction of the Act. (In *Inland Rev.* v. *Malcolm* (1930), Sc. L.T. 292, it was held that premises occupied by bakers who did their own baking were industrial, and the apportioned rateable value should be inserted in the industrial column for de-rating.)

Mr. Justice TALBOT propounded what seems to be a rather extraordinary view. He said: "The whole of what was made in the bakehouse was sold by retail either in the shop or by roundsmen." (This appears hardly correct, having regard to what may be called the wholesale sales to hotels, etc.) "The mere statement of that showed as a matter of common sense that the primary purpose for which the bakehouse was used was the purpose of a retail shop." His judgment, according to *The Times* report, concludes with the somewhat inconsistent statement that, "It was impossible better to prove that a factory was 'primarily occupied and used . . . for the purposes of a retail shop,' than by showing that the whole of its produce was sold by retail in a shop."

Mr. Justice FINLAY concurred, but the reasons for his judgment are not reported.

Let us examine for a moment the two statements of Mr. Justice TALBOT. Taking the last first. It is well known that many boot and shoe manufacturers are the occupiers of "multiple" shops. Suppose the whole of the output of a firm of such manufacturers was sold in their own shops, could it be said that their factory was not an industrial hereditament because the whole output was sold by retail in their shops?

Take now the first statement, to the effect that the bakehouse was used for the purpose of a retail shop because the goods manufactured were sold by retail by roundsmen. Conceive that our firm of boot and shoe manufacturers, instead of being multiple shop owners, had developed the trade (of which there is at present a vast amount) of the sale of single pairs of boots or shoes by post, and having been so successful in this branch, had decided to confine their business to it. Would it be said that the factory was not an industrial hereditament? We cannot for a moment think so.

Then what is the test to be applied? It is not (according to Mr. Justice AVORY) to be judged by the relative turnovers. It can hardly be that the learned judge would consider the relative profits made was a test, or he would have said so. Moreover, although the profits were not in evidence, it must, we think, be clear that the profits from the £13,440 worth of goods sent to customers direct from the factory were in excess of those derived from the shop.

It was not said that the relative assessable values was the criterion. Indeed, if this were decided, numerous assessments throughout the country would have to be taken out of the "special lists," as district valuers, acting, it is believed, under instructions from the Treasury, have apportioned hereditaments as partly industrial and partly non-industrial, where the non-industrial portions largely exceeded in values the industrial portions.

The test would seem then to be with what object, in the opinion of the assessment committee, or of the court on appeal, does the occupier occupy the premises? Is his main object to carry on a retail trade?

Now, why does a baker, who more often than not has a dwelling-house and shop attached to the bakehouse, occupy the premises? It is fairly safe to say that the respondent KERSLAKE would not have rented or purchased (the report does not state if he was tenant or owner) 40, High-street, Wimbledon, for the purpose of living there. As a matter of fact the dwelling-house portion was occupied by a manager. The object of the occupation therefore was not primarily to secure a dwelling-house. It may be that if there had been no bakehouse, someone would have hired the premises on a repairing lease for £111 a year, equivalent to the apportioned rateable value, but it is fairly safe to say that Mr. KERSLAKE, who was able to finance a business with over £15,000 a year turnover, would not have occupied the premises at all but for the fact that he could carry on there what was admittedly a manufacturing business. The same argument applies to most small country bakehouses, where the shop, if there is one, is generally quite a minor consideration. The country baker does not occupy his dwelling-house, shop and bakery either because he wants the house as a residence or because he wants the shop (out of which in most cases he could not get a living), but because he wants the bakehouse to carry on the business of making bread. As we understand the judgment of Mr. Justice TALBOT, however, the occupier is to be deemed to use the premises primarily for the purpose of a retail shop if he sells the products of his manufacture direct to consumers and not to dealers. We cannot think this was the intention of the draftsman of the Act.

There is another argument which we have not seen used. Section 22 of the R. & V.A., 1925, coupled with the second schedule to the Act, makes it imperative to have a *gross value* for a dwelling-house (with or without a shop) and the rateable value is to be arrived at by deducting the appropriate fixed percentage from the gross value; but in the case of "mills, manufactories or premises of a similar character used wholly or mainly for industrial purposes," the section makes it compulsory to arrive at the rateable value in a different way. It is yet to be decided whether the 1925 Act does not therefore make it compulsory to fix a separate assessment on such a property as the bakehouse in the case under consideration, which, although within the curtilage of the shop and dwelling-house was not internally connected with either. If it does, the bakehouse would, it would seem, have to appear in the special list as an industrial hereditament.

In view of the difference of opinion between the Scotch and English courts, the points in dispute must of course be carried further.

The Land Registration Report.

[CONTRIBUTED.]

LORD TOMLIN'S Committee on Land Registration (whose report has just been presented to Parliament) hands out at once a testimonial to the working of the Land Registry, and a tribute to the working of the Yorkshire Deeds Registries. This will doubtless please both supporters of the registration of title system—and their opponents—but fully satisfy neither.

The Committee was appointed by Lord HAILSHAM when he was Lord Chancellor "to consider the provisions of the Land Registration Act, 1925, and in particular Sections 125, 132 and 136, and to advise what action should upon the making of an order under Section 121 or Section 122 of the Act be taken under these sections or any of them." The sections in question are of course those which relate to the extension of the areas to which compulsory registration of title applies. It is not known at whose instance or under what circumstances the Committee was appointed (as another five years has to elapse before a general extension of compulsory registration of title is permitted), but it is significant that a good deal of the report is concerned with the future of the Yorkshire Deeds Registries.

The Committee have interpreted the terms of their reference very strictly. They have confined their inquiry to a consideration of the administrative policy to be adopted in cases where orders are made and have expressly excluded any investigation into the advisability or otherwise of extending the area of compulsory registration. In the result, however, the report clearly assumes that registration of title will eventually become compulsory throughout England and Wales, and even recommends H.M. Land Registry to study in anticipation how the country should ultimately be mapped out.

The report commences with a description of the two different systems of compulsory registration now in operation, viz., (1) Registration of *documents of title* (as in the cases of the three Yorkshire Registries and the Middlesex Registry), and (2) Registration of *titles* (as operating in London, Eastbourne and Hastings under the Land Registration Act).

The first deeds registry—that of the West Riding of Yorkshire—was established by 2 & 3 Anne, c. 4. The East Riding Registry followed under 6 Anne, c. 35, while the North Riding obtained its deeds registry under 8 Geo. II, c. 6. The

system created by these Acts was remodelled in 1884 and 1885, and such remodelled system is still in existence. It applies to all freehold and leasehold land in Yorkshire except the City of York (save where land is voluntarily registered at H.M. Land Registry under the Land Registration Act, 1925).

The Committee find that the existence of these deeds registries has been in the past "without doubt beneficial." The system has been controlled by local authority for 200 years, and there is a strong feeling of local pride in its maintenance. The Committee admit, however, that the system of registration of deeds compares unfavourably with the system of registration of title, and that a Yorkshire landowner obtains at a higher cost a lower order of security than would be available to him if his title were registered under a system of registration of title.

The Middlesex Deeds Registry is dismissed in a few sentences by the Committee, who, after stating that it was established in 1708 (7 Anne, c. 20) and transferred to the Land Registry in 1891, add that this registry is now conducted by the Registrar of H.M. Land Registry, and that the special problems of the Yorkshire Deeds Registries have no counterpart in the Middlesex Registry.

The Committee might have added that the continued existence of a deeds registry side by side with a land registry and comprising an administrative area, a large section of which is already part of the land registry compulsory area, is, in the circumstances, unnecessary. As far back as 1870 a Royal Commission unanimously opined that the Registry (i.e., Middlesex) "causes a great increase of trouble and expense, affords no additional security or other special advantage" (an opinion which would be echoed to-day) and recommended its abolition "from as early a date as possible."

H.M. Land Registry comes in for special commendation by the Tomlin Committee. They find it established to their satisfaction that the system as at present organised (a tribute to the present Chief Land Registrar) works smoothly and efficiently and to the satisfaction of those whom it affects. There is no delay in effecting either new registrations or transfers. The organisation is such that personal attendance at the Land Registry is unnecessary, and the fees are moderate.

While it would appear to be no part of the reference, the Committee seem to assume the gradual extension of registration of title to the whole of England and Wales. While admitting that the ideal of administration is to control the system from one centre, the Committee appear of opinion that decentralisation will ultimately be necessary, and visualises the creation of district registries working in conjunction with the Chief Land Registry in London.

They are concerned, however, as to the future of the Yorkshire Registries. They are quite satisfied that there is a strong local feeling in favour of retaining these registries, even if ultimately they have to become local land registries, in which case they would continue under the control of the local authorities. The Committee say that, having regard to the past history and present position, it is difficult, if not impossible, to insist on Yorkshire working in strict uniformity in form and substance with the rest of England and Wales. Their suggestion of local autonomy for Yorkshire is a concession to a volume of local feeling which Yorkshiremen will welcome, but the rest of the country will fail to appreciate. Its supreme argument, apart from local sentiment, appears to be that its profits go to relieve the rates. How the Committee reconcile the existence of a London Registry whose finances are controlled by H.M. Treasury with local land registries whose profits go to relieve the rates, is not shown. And whether future district land registries are to be controlled by the State or the local authority is not suggested. The ideal policy in either event is that any financial advantage from registration should be passed on to the registered proprietor by way of reduction of fees, and the new Land Registry Fee Order is a commendable step in this direction.

Mortmain and Assurances for Religious Purposes.

(*Continued from p.* 327.)

Under the Church Building Act of 1803 (43 Geo. 3, c. 108) gifts of land, not exceeding five acres, or personalty (not exceeding £500), can be made by deed or will *executed in accordance with the provisions of the Act*, for or towards the erecting, rebuilding, repairing, purchasing, etc., any church or chapel where the liturgy and rites of the Church of England are to be observed, or any mansion-house for any minister of the church officiating therein and any outbuildings, offices, churchyards or *glebe for the same*, but the provisions of the statute, as regards assurances by *will* of land, or personalty to be laid out in the purchase of land for such purposes, are now governed by the provisions of the Mortmain and Charitable Uses Act, 1891.

There are certain charitable purposes more or less connected with the advancement of religion which are now recognised by statute as "ecclesiastical charities."

The term "ecclesiastical charities" now includes charities the endowment whereof is held for some one or more of the following purposes:—

For any spiritual purpose which is a legal purpose.

For the benefit of any spiritual person or ecclesiastical officer *as such*.

For use, if a building, as a church, chapel, mission room, or Sunday school, or otherwise, by any particular church or denomination; or improvement of any such building as aforesaid, or for the maintenance of divine service therein; or

For the benefit of any particular church or denomination or of any members thereof *as such*: see Local Government Act, 1894, s. 75 (2).

It will be observed that as regards endowments held for the benefit of any spiritual person or ecclesiastical officer or for the benefit of any members of a particular church or denomination, the endowments must be limited to a person or to persons holding the status of a member or members therein (*In re Perry Almshouses* [1898] 1 Ch. 391; [1899] 1 Ch. 21); but the endowments need not be for *all* the members; it may be for the benefit of some of them, provided the endowments be limited to them *as such* members, and the benefit need not necessarily be for the religious benefit or edification of the members but may also be for their temporal benefit (*In re Ross's Charity* [1899] 1 Ch. 21).

The Court has applied the technical meaning of "charity" so far as to uphold a gift to pay the expenses of an annual dinner of a society calculated to advance religion (*In re Charlesworth*, 101 L.T. 908).

What constitutes a person a member of a particular church or denomination is, in some cases, a question of difficulty. As regards most of the denominations dissenting from the Church of England, the test of membership is generally what a man does; but as regards the Church of England, its services have been so framed that members of other religious denominations can honestly join in them so that conformity does not *necessarily* imply membership (*Attorney-General* v. *Calvert*, 23 Beav. 248).

For instance, attendance at church is not a sufficient test as the parish church is, by law, open to every parishioner who desires to enter for the purpose of attending the ordinary services (*Taylor* v. *Timson*, L.R. 20 Q.B.D. 671), and partaking of the Holy Communion, although not of right open to all, is sometimes administered to dissenters as a matter of grace. It has been held, however, that a person who has been baptized, has been confirmed, or is ready and desirous to be confirmed, and is an actual communicant, holds the status of a member of the Church of England (STIRLING, J., in *In re Perry's Almshouses, supra*).

On the other hand, where the benefits of a charity were to be given by the churchwardens to "six old and poor widows

of the parish whom they should judge the properest objects to receive the sum, with preference to those who, not being disabled by infirmity or sickness, were most constant in their attendance on the public service of the church," as these benefits were not confined to members of any particular denomination, the charity was not an ecclesiastical charity within the definition in s. 75 (2) of the Local Government Act, 1894 (*In re Ross's Charity, supra*).

Although it may be unnecessary to enrol an assurance for religious purposes coming within the operation of s. 7 (2), the trustees of the instrument containing such an assurance of land may, if they think fit, at *any time* cause the instrument to be enrolled.

Assurances for religious purposes executed prior to the coming into operation of the Settled Land Act, 1925, had to conform to the provisions of the Mortmain and Charitable Uses Act, 1888, respecting attestation and enrolment, unless exempted by s. 7 (2) of the Act, but s. 29 (4) of the Settled Land Act, 1925, enacts that in the place of these requirements the assurance or the separate instrument declaring the trusts, as the case may be, shall be sent to the offices of the Charity Commissioners within six months after the execution thereof, or within such extended period as the said Commissioners may *either before or after the expiration of the six months* in any particular case allow, for the purpose of being recorded in the books of the said Commissioners.

But this sub-s. (4) does not provide that, in the event of the deed or separate instrument (as the case may be) not being so sent and recorded, the deed shall be void, but it enables the Charity Commissioners, by assenting to record an assurance or separate instrument, to render effective an assurance for any charitable purpose (and therefore for any legal religious purpose) notwithstanding that a considerable period of time may have elapsed since the assurance was executed.

Under the Mortmain and Charitable Uses Act, 1888, s. 4 (9), the assurance must have been enrolled in the Central Office of the Supreme Court within six months after execution, but under s. 5 (1) of the Act the enrolment officer had a wide discretion and power to remedy an omission to enrol, but no power rested in him to enrol an assurance not attested in accordance with the provisions of s. 4 of the Act.

A distinction must be drawn between an assurance required to be attested and enrolled in accordance with the conditions imposed by the Mortmain and Charitable Uses Act, 1888, and an assurance coming within the operation of s. 29 (4) of the Settled Land Act, 1925.

Under the former Act an assurance not attested and enrolled thereunder is declared to be void, whereas under the latter Act an assurance is not declared to be void if it be not sent to the office of the Charity Commissioners for enrolment.

The effect of a declaration in a Statute that an assurance not executed in accordance with its provisions, shall make the assurance void, appears to be as follows: Where the enactment has relation only to the benefit of particular persons, the word "void" *may* be understood as "voidable" only at the election of the persons for whose protection the enactment was made and who are capable of *protecting themselves*, but when it relates to persons not capable of helping themselves—and charities are in this position—or when it has some object of public policy in view which requires the strict construction, the word "void" receives its natural full force and effect ("Maxwell," 6th ed., 381).

In concluding this article, reference may again be made to the cases of *In re Barnes* and *In re Schoales, supra*.

In both cases the bequest was bequeathed without imposing any trust, and the Court was asked to determine whether or not the bequests were charitable.

It is submitted that, provided a gift to a particular church or denomination is not in furtherance of an illegal object and no trust be imposed, it does not matter whether the gift be charitable or not.

The question whether a trust be legal or illegal arises where it has been determined that a trust has been created, and is then only part of the larger question whether the trust is enforceable (Lord PARKER in *Bowman* v. *Secular Society Limited, supra*, p. 437): "If a gift to a corporation expressed to be made for its corporate purposes is nevertheless an absolute gift to the corporation, it would be quite illogical to hold that any implication as to the donor's object in making the gift could create a trust" (*ibid.*, p. 441).

In *In re Barnes* and *In re Schoales, supra*, the churches being capable of acquiring property by gift, it is submitted that they took as absolute beneficial owners and not as trustees.

Discretion in Divorce.

IN *Apted* v. *Apted and Bliss, The Times*, 20th May, MERRIVALE, P., after invoking the assistance of the Attorney-General, briefed by the King's Proctor, delivered a considered judgment on the principles and authorities governing the exercise of the court's discretion in granting or withholding relief to petitioners in divorce guilty of adultery or certain other matrimonial offences. The discretion to withhold relief in such cases was originally provided for in s. 31 of the 1857 Act, now superseded by s. 178 (3) of the Judicature Act, 1925. It is, of course, common knowledge that, especially since the war, judges have, on the whole, been much more lenient to guilty petitioners than they were thirty or forty years ago, and notably so in cases where such leniency was likely to result in two marriages *de facto* and *de jure*, instead of two permanent states of concubinage and one marriage *de jure*, but certainly not *de facto*. Whether a judge's statutory discretion ought to be fettered by precedent or not, is, of course, a debatable issue. In *Re Radnor's Trusts* (1870), 45 C.D. 402, CHITTY, J., observed (p. 407): "I desire to repeat that the controlling power of the court is a discretionary power—for myself I say emphatically that this discretion ought not to be crystallised, as it would become in course of time by one judge attempting to prescribe definite rules with a view to bind other judges in the exercise of the discretion which the legislature has committed to them . . . this discretion, like all other judicial discretions, ought so far as practicable to be left untrammelled and free." This judgment was affirmed and approved by the Court of Appeal. In *Wickins* v. *Wickins* [1918] P. 265, the Court of Appeal in effect expressed the same view as to the discretion in divorce. Nevertheless, precedents appear constantly to be quoted, as in the present case, and MERRIVALE, P., laid down in *Wilson* v. *Wilson* [1920] P. 20, that the discretion was to be exercised "with stringency." It appears, however, to have been exercised much more readily by King's Bench judges at Assizes than in London. The above case certainly presented a dismal record of an unsuccessful marriage. So long ago as 1919 the wife had petitioned for divorce and obtained her decree *nisi*, which was afterwards rescinded on the unopposed intervention of the King's Proctor. The present petition was that of the husband, acknowledging that he was at fault, but asking the court to exercise its discretion so that he could marry the woman with whom he had been living for nine years, his wife having for about the same time been living with another man. The petitioner, however, had misrepresented his case by omitting to state facts adverse to it, and so the President refused to exercise discretion in his favour. It is, perhaps, somewhat difficult for those not accustomed to the practice and atmosphere of the Divorce Court to understand how this exercise of discretion could be, in the words of the President, "in the interest of the community at large in maintaining the sanctity of honest matrimony." Our ancestors maintained the sanctity of marriage by punishing those who violated or polluted it. In effect, the present decision is that it is maintained by

allowing them to continue to pollute it. Some might, indeed, consider the facile hotel-bill divorces as a greater violation of the true doctrine of Christian marriage than dissolution of so long abandoned a union. The President found the petitioner was guilty of contempt of court. The report is not very clear as to his reasoning, but, if it was because he presented too high a case to the court on his petition, and was wilfully guilty of omitting to state facts telling against him, the pronouncement may be regarded as somewhat alarming. There is no suggestion in the report that the petitioner perjured himself or fabricated false evidence, but he appears to have presented a case which broke down on his own cross-examination. Now, unless a case would have been demurrable under the old law, every plaintiff who fails has overstated his case, and so has every defendant who has put forward a defence which fails to accord with the evidence. Possibly a fuller report may clear up the apparent difficulty, but the usual punishment of the plaintiff who comes to a court with an overstated case in the other Divisions, is that it is dismissed with costs, and there is neither punishment for contempt of court nor suggestion of it. The wilful deception of the court by counsel or solicitor is, of course, an entirely different and very serious matter, but in the present case the petitioner alone was to blame for the unsuccessful attempt to suppress relevant facts.

Company Law and Practice.

XXXI.

SCHEMES of arrangement between a company and its creditors or shareholders are now dealt with by s. 153 of the Companies Act, 1929, which is an amalgamation of ss. 45 and 120 of the Companies (Consolidation) Act, modified by reason of the views expressed by the court in *Re Palace Hotel* [1912] 2 Ch. 438, and *Re J. A. Nordberg* [1915] 2 Ch. 439. Section 153 provides that where a compromise or arrangement is proposed between a company and its creditors or any class of them, or between the company and its members or any class of them, the court may, on the application in a summary way of the company, or of any creditor or member, or, in the case of a company being wound up, of the liquidator, order a meeting of the creditors or class of creditors, or of the members or class of members, to be summoned in such manner as the court directs.

Order 53B, r. 8 (*g*), governs the procedure on applications of this nature; they must be made by summons, to which no appearance is required to be entered by a respondent, (O. 53B, r. 9); a form of summons is given at p. 2378 of the Annual Practice, 1930. The applicant has a choice with regard to the forum to which he may go to get the order for the summoning of a meeting; though in each case the proceeding is in the Chancery Division, the summons may be issued either out of the Writ Department of the Central Office or out of the office of the Registrar, Companies (Winding up), (O. 53B, r. 2); thus the matter may be dealt with either by a Master or by the Registrar. This duplication of functions is difficult to justify from any point of view, and in the interests both of economy and convenience a useful reform would be the concentration of applications of this nature; the obvious department to deal with them is that of the Registrar, which is constantly dealing with such matters.

To-day it is proposed to consider briefly what is meant by a class, either of creditors or members, in the section; this is obviously a question of some moment, for a multiplicity of meetings will involve additional expense, probably some delay, and possibly the rejection of a scheme, and the fewer meetings of classes that can be held, the better. The question was considered in *Sovereign Life Assurance Coy.* v. *Dodd* [1892] 2 Q.B. 573, where no distinction had been drawn in the summoning of meetings between policy-holders of the company whose policies had matured, and policy-holders whose policies had not matured, but they were all summoned to one meeting. The Court of Appeal held that separate meetings of the two classes ought to have been held; as Lord ESHER, M.R., put it: "If we find a different state of facts existing among different creditors which may differently affect their minds and their judgment, they must be divided into different classes." It sometimes happens that a company may issue debentures carrying differing rates of interest and redeemable at differing times, and on differing terms, but it is submitted that as long, at any rate, as these are secured by the same trust deed, even though issued at differing times, the holders of them must form one class of creditors within the meaning of the sub-section. There must be many cases in which this type of question will arise, and each one can only be determined on its own facts, but the principle enunciated by Lord ESHER and referred to above will form a useful guide.

In *Re United Provident Assurance Co.* [1910] 2 Ch. 477, there was opposition to a scheme of arrangement from a body of shareholders who held £1 ordinary shares with 10s. paid up thereon, and the other 10s. paid in advance of calls and carrying interest; the other groups of shareholders, fully paid ordinary, ordinary with 10s. paid up, and deferred, unanimously approved the scheme. Originally the four groups held separate meetings, but the body of shareholders who had made advances, though approving the scheme on a show of hands, did not have a poll, owing to the refusal of the liquidator to grant the demand for such. There were then convened meetings of the advanced shareholders combined with (*a*) the fully paid shareholders, and (*b*) the 10s. paid unadvanced shareholders. At both these meetings the votes of the advanced shareholders were swamped by the votes of the others, and the scheme was approved. SWINFEN EADY, J., however, was clearly of opinion that the advanced shareholders constituted a separate class within the section, and were not in the same position as fully paid shareholders. The ground of this decision seems to be the fact that these persons had lent money to the company, and that such loan carried interest, and it is not an authority for the general proposition that fully paid and partly paid shareholders necessarily form separate classes for the purposes of this section; in the absence of special circumstances, such as there were in the *United Provident Case, supra*, there seems to be no valid reason for differentiating between fully and partly paid shares for this purpose.

(*To be continued.*)

A Conveyancer's Diary.

Trusts for Sale—Duration of Powers to Postpone.

The powers of trustees for sale under an express power to postpone a sale or under such a power implied by s. 25 (1) of the L.P.A. were considered in the recent case of *Re Ball, Jones* v. *Jones* [1929] W.N. 111.

A testator devised his residuary estate to trustees upon trust for sale and conversion, and directed them, after payment of debts, to stand possessed of the net proceeds of sale and the investments representing the same upon trusts which, in effect, were, as to three one fourth parts, to pay the income to his three children during their lives, and after the death of any child the capital and income of his or her one-fourth share was to be held in trust for his or her children; and the remaining one-fourth share was directed to be held in trust for the children of a deceased child of the testator on attaining twenty-one or marriage. The will contained an express power to the trustees to postpone the sale and conversion of the testator's real and personal estate, or any part thereof, for so long as they should think fit, and a proviso that the income

of any of his property for the time being unsold should be applied in the same way as the income from investments would have been applied if a sale and conversion had been actually made.

The testator died in 1894, and the last survivor of the three tenants for life died in 1923, and it was admitted that upon that event the estate became divisible amongst the testator's grandchildren or their representatives.

The question was whether the power to postpone the sale expressed in the will or that conferred by s 25 (1) of the L.P.A., 1925, still subsisted so that the trustees might still in their discretion retain the property unsold, or whether they were obliged at once to sell and divide the proceeds. Luxmoore, J., held that the power to postpone ceased when the last tenant for life died, and that the trustees ought forthwith to sell and distribute the proceeds.

Now, it seems clear, and it was admitted in the course of the argument, that the express power to postpone the sale came to an end in 1923, when the last tenant for life died and the testator's grandchildren or their representatives became absolutely entitled.

It has long been settled that a mere power given to trustees, whether it be a power of sale or of mortgaging or of postponement of the exercise of a trust for sale, cannot last beyond the time when the beneficial interest in the trust property becomes vested in some person or persons absolutely, unless there is an express or implied intention in the settlement that the power shall continue for a longer time for some particular purpose. Thus, with regard to a power of sale, "the general rule is that where, to use a familiar expression, the estate is 'at home,' where it is vested absolutely in some person or persons in fee simple, that power is no longer exercisable as against the estate and interest which those persons thus take": *Re Lord Sudeley and Baines & Co.* [1894] 1 Ch. 334, per Chitty, J., at p. 339. If, however, the settlement shows an intention that the power should survive for some purpose of the settlement, it will continue until that purpose is served, and so, for example, before 1926 a power of sale would have continued where it was required for the purposes of division unless all the parties interested in the proceeds of sale elected to put an end to it.

Applying the law as stated to the facts in *Re Ball*, it follows that the express power contained in the will enabling the trustees to postpone the sale came to an end on the death of the last tenant for life in 1923, with the result that the trust for sale became immediately an imperative trust.

It may be remarked in passing that the trust for sale itself only continued for a reasonable time to enable the trustees to carry out the directions for division contained in the will.

It was, however, contended that although the express power to postpone came to an end in 1923, there was a new power implied by reason of s. 25 of the L.P.A., 1925. That section reads as follows:—

> "(1) A power to postpone sale shall in the case of every trust for sale of land be implied unless a contrary intention appears.
>
> "(2) Where there is a power to postpone the sale, then (subject to any express directions to the contrary in the instrument, if any, creating the trust for sale) the trustees for sale shall not be liable in any way for postponing the sale, in the exercise of their discretion for any indefinite period; nor shall a purchaser of a legal estate be concerned in any case with any directions respecting the postponement of a sale.
>
> "(3) The foregoing provisions of this section apply whether the trust for sale is created before or after the commencement of this Act."

Sub-section (4) is not material.

In the course of his judgment the learned judge pointed out that there was in the will an express power of postponement, and that there was therefore no need to imply any such power. The contention, however, was that the express power, having ceased in 1923, there was a fresh power given by the Act, which, being a statutory power, continued so long as the trustees in their discretion chose to exercise it. Against this the learned judge said that if that contention held, then, if the will had provided that the trustees should have power to postpone the sale for a fixed period and no longer, the statute would step in and imply a power to postpone against the express direction in the will. I do not think that that followed from the argument. It was not, apparently, contended that where there was an express intention to the contrary, a power to postpone could be implied under the section, but that it would be implied in the absence of such an express intention, although there was an express power which had ceased before the Act came into operation.

That, however, is a minor point. The importance of the decision is that the statutory power to postpone does not confer any greater power than the common form power in use before the Act. That appears plainly enough from the judgment, in which the learned judge said: "In my view, s. 25 has not, in fact, made any difference in the law as it existed before the Act was passed. All that it has done is to say that in cases where there is no power to postpone a sale under a trust for sale, such power shall be implied; and, having implied it, then the law as it stood before the Act, in my opinion, still stands unaltered and applies to that power to postpone the sale. The implied power came to an end (as any express power to postpone would also have come to an end) directly the trust fund became divisible."

The question will no doubt suggest itself to many readers—How does this apply to the statutory trusts for sale arising under the transitional provisions of the L.P.A., 1925?

Suppose, for instance, that there had been no trust for sale in the will in *Re Ball*, but the trustees had held the land in trust for all the grandchildren of the testator at the commencement of the Act. The trustees would have become trustees for sale and there would have been an implied power to postpone the sale under s. 25 (1). In such a case the trust for sale and the power to postpone arise at a time when the beneficial interests are absolutely vested and the property is divisible at once, so that, applying the decision in *Re Ball*, the power to postpone is born but to die.

In *Re Ball* one of the testator's grandchildren was able to enforce an immediate sale. Could she have done so if the facts had been as I am now supposing?

I think that the answer to that question depends upon s. 26 (3) of the Act, as amended by the L.P. (Amend.) Act:—

> "Trustees for sale shall so far as practicable consult the persons of full age for the time being beneficially interested in possession in the rents and profits of the land until sale and shall so far as consistent with the general interest of the trust give effect to the wishes of such persons, or, in the case of dispute, of the majority (according to the value of their combined interests) of such persons, but a purchaser shall not be concerned to see that the provisions of this sub-section have been complied with."

If that sub-section means that the trustees are to postpone the sale so long as a majority in value of the beneficiaries wish (which is, I think, the construction usually put upon it), it seems a pity that it was not framed so as to leave no room for doubt on the point. It is quite arguable that the trust for sale is paramount, and that, despite the sub-section, the power to postpone could not be exercised against the wishes of a minority in value for more than a reasonable time; and there is much to be said for the contention that what the trustees have to consult their beneficiaries about is not the time when, but the manner in which, and the terms upon which, they shall sell.

Mr. Michael Willan (70), of Highgate-avenue, Fulwood, near Preston, solicitor, left estate of the gross value of £4,705.

Landlord and Tenant Notebook.

Notice to Quit: Date of Expiry.

The question whether a notice to quit expresses the date at which it is to expire with sufficient clearness can often be answered only by references to circumstances. The maxim "*id certum est quod certum reddi potest*," is often applicable, and the effect of various cases in point is that it would be as inaccurate to say that a day or date must always be named as to say that none need ever be expressly mentioned.

The decision in *May* v. *Borup* [1915] 1 K.B. 830, no doubt met with the approbation of all enemies of technicality, for it was then held that a notice running: "We very much regret having to give you notice to quit the studio at Deerhurst at the earliest possible moment" was valid. But the tenancy agreement provided very clearly for determination by six months' notice to be given on 1st March or 1st September in any year, and the Divisional Court, without reference to any of the cases brought to its notice, held that the requisites of a notice to quit had been fulfilled; the earliest possible moment at which the tenancy could determine could only be six months after the date on which notice had to be given.

The headnote to *E. Phipps & Co. (Northampton and Towcester Breweries Ltd.* v. *Rogers* [1925] 1 K.B. 14, C.A.) says: "*May* v. *Borup* disapproved." Perhaps "discussed" would be a more appropriate expression. The facts, as far as relevant to the present matter, were that a public-house lease contained the following provision: "either party shall be at liberty to determine the tenancy hereby created on giving to the other three months' previous notice in writing of his or their intention so to do expiring on any one of the days appointed as special transfer sessions by the justices of the district in which the said premises are situate;" and that the notice, given by the lessors, said: "on the earliest day your tenancy can legally be determined by valid notice to quit given to you by us at the date of the service hereof." Atkin, L.J., ruling that any risk in the matter of what was the true term ought to fall on the person giving the notice, drew a lurid picture of the recipient having to consult his solicitor, who might have to consult counsel, who might have to advise an application to the court. He concluded that *May* v. *Borup* was wrongly decided and that any notice to leave "at the earliest possible moment," was short, simple, and wrong. Scrutton, L.J., delivered a dissenting judgment. But Bankes, L.J., in reference to *May* v. *Borup*, said: "the special terms of the tenancy agreement . . . enabled the tenant, by comparing the date of the notice with the terms of his agreement, to realise that 31st August, 1914, was the earliest date on which he could be required to quit. This decision cannot be regarded as an authority that a notice to quit at the earliest possible moment is under ordinary circumstances a good notice. Each case must depend upon its own facts and circumstances." And he distinguished the case then before the court in that, apart from the arithmetical calculation rendered necessary, it put upon the recipient the position of having to decide whether it was a valid one. It was, therefore, not clear and unambiguous.

The result appears to be that it can still be argued that in given circumstances a notice expiring "at the earliest possible moment" is valid if the person to whom it is addressed can fix the date by reference to facts known to him and without reference to law.

The question of "on or before" in a notice, referred to in "Current Topics" of our issue of 17th May, was, as stated, practically left alone by the Bench in *Queen's Club Garden Estates Ltd.* v. *Bignell* [1924] 1 K.B. 117. It may be said that in that case the words referred to possession and it could be argued that they did not qualify the operative part of the notice. But it is interesting to note that in *E. Phipps & Co., etc.*, v. *Rogers, supra*, Atkin, L.J., who took so strong a line on the question of "at the earliest possible moment," expressed his approval of *Hirst* v. *Horn* (1840), 6 M. & W. 393, in which an "alternative" notice, naming a fixed day "or at the expiration of the year of your tenancy which shall expire next after the end of one half year from the date of this notice," was held to be good. (See also *Doe d. Williams* v. *Smith* (1836), 5 A. & E. 350.) The learned lord justice's approval is based on the proposition that in such a case the date is a fact which the recipient of the notice can properly be deemed to know; but if the words qualified the notice itself, we do not think that an "on or before" notice would be held good by the Court of Appeal.

Our County Court Letter.

LIABILITY FOR SCRUB FIRES.

In *Deare* v. *Mees*, recently heard at Braintree County Court, the claim was for damages on account of injuries to a plantation by reason of a fire having spread from the defendant's meadow. The plaintiff's case was that twenty of his spruce trees, which had previously been healthy, had been killed by the fire, as the trees beyond its reach were still thriving. Corroborative evidence was given of a conversation in which the defendant had admitted burning off some dead grass, and that he had been unable to prevent the fire from spreading through the wire netting and on to the plaintiff's land. The defendant denied the alleged conversation, and contended that either the sun had set the grass alight, or a smoker had thrown down a match or cigarette from an adjoining public footpath. In the previous week the defendant had burnt off his long dried grass further away from the plaintiff's property, and, on finding the field alight again, he had crossed into the plaintiff's plantation and had stamped out the fire. Further evidence for the defence was that the soil was not suitable for spruce trees, as a similar type to the plaintiff's had died when planted in the same neighbourhood. The amount of the liability was also disputed, on the ground that, as the roots were uninjured, the trees would grow again in due season, but His Honour Judge Chetwynd Leech held that the damage had extended to twenty trees of the value of 1s. 6d. each, and judgment was accordingly given for £1 10s. and costs.

Liability in such cases is dependent on the fire being one for which the defendant is responsible, and any doubt as to the origin of the fire gives rise to the difficulties experienced in *Job Edwards Limited* v. *The Company of Proprietors of the Birmingham Navigations* [1924] 1 K.B. 341. The plaintiffs owned land which had been used without their permission as a tip for rubbish, and eventually there was found to be in existence a smouldering fire, which was spreading to the bank of the Tame Valley Canal, owned by the defendants. The parties agreed that the defendants should dig a trench, and fill it with sand, to prevent the fire from spreading, and that the plaintiffs should pay half the cost without prejudice to the legal position. The plaintiffs accordingly paid £500, but afterwards claimed a declaration that they were not liable and that the amount should be repaid by the defendants. Mr. Justice Bailhache observed that the plaintiffs were ignorant of the rubbish having been tipped, and were innocent of causing the fire, which was due to spontaneous combustion. The duty of abating a private (as opposed to a public) nuisance was upon the defendants, who were entitled to go upon the plaintiffs' land for the purpose, but, having done so, they must bear the expense of the work done for their benefit. Judgment was therefore given for the plaintiffs, which was upheld by a majority in the Court of Appeal. Lord Justice Bankes and Mr. Justice Astbury held that, as the rubbish had been tipped by trespassers, the plaintiffs were not responsible under the rule in *Rylands* v. *Fletcher*, nor had they been guilty of any negligence. Lord Justice Scrutton considered that the plaintiffs, having once discovered the fire, might thereafte

become liable for permitting or continuing the nuisance, but no new trial was ordered, and the appeal was dismissed.

The question of responsibility for subordinates was considered in *Black* v. *The Christchurch Finance Company Limited* [1894] A.C. 48, in which the defendants had agreed for the bush on their land to be cleared by a contractor, who had sub-let a portion under a contract stipulating that no burning should take place before February. The sub-contractor, however, lighted a fire in December, when a north-west wind caused the fire to spread and do damage to the property of the plaintiff. The Court of Appeal in New Zealand reversed a judgment in favour of the plaintiff, but the Privy Council held that he was entitled to recover damages, and that the defendants were not exonerated from liability by the fact that (although they had endeavoured to protect themselves) their sub-contractor had acted in breach of his agreement with them.

Even spontaneous combustion, however, may render the defendant liable, if it can be attributed in the first instance to his negligence, as in *Vaughan* v. *Menlove* (1837), 3 Bing. N.C. 468. The defendant there stacked hay on his boundary in a green condition, whereby it ultimately ignited and caused the plaintiff's cottage to be damaged by fire, and Chief Justice Tindal gave judgment for the plaintiff.

Practice Notes.

BREACH OF RADIUS AGREEMENT.

A QUESTION as to the amount of damages for the above was considered in the recent case of *Spinks* v. *The Sunbeam Gramophone and Record Company Limited*, at Birmingham County Court. An agreement had been entered into whereby the plaintiff was appointed sole retail agent in a defined area for the sale of gramophones, components and sundry articles, but the defendants subsequently supplied another dealer within the prescribed area. The plaintiff, however, continued to act under the agreement until it expired by effluxion of time, and afterwards claimed (*a*) an account of goods supplied to other traders within the area; (*b*) payment of the trade discount or commission thereon, which was found to be £81 15s. 6d. The defendants counter-claimed for the shortage in the goods taken by the plaintiff under his agreement, viz., £163. His Honour Judge Dyer, K.C., observed that, although the defendants had clearly broken the agreement, it did not follow that the new agent's commission was the sum which the plaintiff had been prevented from earning. The prices were the same in each shop, but there was a difference in salesmanship which might be represented by discounting the £81 15s. 6d. by 25 per cent. The result was that the plaintiff was entitled to judgment for £60 10s., and the counter-claim was also subject to a further reduction, viz., the amount of the profit on the supplies to the new agent. The defendants' loss was therefore mitigated until only about £20 remained, but, as the plaintiff's breach had been caused by the defendants' own conduct, they were not entitled to damages for their own wrongdoing, and the counter-claim was accordingly dismissed. This judgment followed *Johnstone* v. *Milling* (1886), 16 Q.B.D. 460, in which Lord Esher, M.R., pointed out (at p. 467) that renunciation of a contract is not of itself a breach, but may be adopted by the other party as a rescission. If the plaintiff, however, does not exercise his right to rescind, then both parties can claim under their respective elections.

THE DEFINITION OF AN AGRICULTURAL HOLDING.

IN the recent case of *Monmouthshire County Council* v. *Griffiths*, at Monmouth County Court, the plaintiffs claimed possession of a holding purchased under the Land Settlement Scheme (for ex-service men) which had been let on a yearly tenancy at £30 per annum. The case for the plaintiffs was that the yearly tenancy was terminated in 1928, and that there had been two subsequent agreements for a year, less one day, the last having terminated on the 1st February, 1930. The rent had been reduced to £20 per annum, but the defendant owed £5 18s. 4d. arrears, although he had carried out improvements. The defence was that (1) there had been no notice to quit in regard to the yearly tenancy, (2) a twelve months' notice was requisite under the Agricultural Holdings Act, 1923, (3) no contract could deprive the defendant of his statutory right to such notice. It was further pointed out that the arrears had only accumulated during the defendant's nervous breakdown, that he had sold his stock to pay off the arrears, and had been in uninterrupted possession for the past year. His Honour Judge Thomas held that there was no tenancy from year to year, and a twelve months' notice was, therefore, unnecessary. The plaintiffs would doubtless compensate the defendant for his improvements, but judgment was given for the arrears of rent, and possession within twenty-eight days. It is to be noted that the above Act, s. 57 (1), defines a contract of tenancy as a letting, or agreement for letting, land for a term of years or from year to year. The result is that any tenancy for less than the latter minimum is outside the Act, and may be terminated by less than the twelve months' notice to quit required by s. 25 (1).

In Lighter Vein.

A HAPPY HERBALIST.

The herbalist has lately come within the purview of the eye of the law. The case before Charles, J., coincided with a prosecution at the Manchester Assizes. There a herbalist was found guilty of manslaughter and awarded fifteen months' imprisonment.

A similar case some years ago had a happier ending. An aged dame of the same calling was brought by her alleged unskilfulness into a court of law. Counsel thus opened his cross-examination: "Madam, how many persons have you killed with your medicines? Hundreds?" "No one," she replied. But as she paused between the two syllables all the papers reported her answer as "No. One"; with the implication that she had one death, not hundreds, to her discredit. The old lady brought libel actions against every one of them, conducting most of them in person. Daily she appeared in the "Bear Garden" at the High Court, and finally reaped a rich harvest of settlements at a few pounds apiece, the defendants being relieved to settle so economically such doubtful issues.

THE PHILOSOPHY OF GAOL.

Nicholas Billois, at present awaiting in France transportation to Cayenne, is the most singular of convicts. He is a quiet philosophical man with a thoughtful intellectual face, who simply believes that only in prison can he truly find peace and contemplation, the real end of man. In consequence, he has managed to spend the greater part of the century in prison, chiefly on charges of vagrancy and arson. The hobby is somewhat perilous as arson in France may be punished with death. His last exploit was to set fire to certain property in the night time. As soon as he thought he could decently break the sleep of the police, he knocked them up and surrendered himself. The doctors cannot find him insane, and so Billois is being sent abroad for some years.

THE WEEK'S ANNIVERSARY.

In these days of architectural assassinations a regret, if you please, for a legal landmark departed—the predecessor of the present Old Bailey.

On the 31st May, 1770, Lord Mayor Beckford laid the foundation stone on the rebuilding of the ancient fortress of justice. In 1780 it was still unfinished when the Gordon rioters set it afire. But three years later it was complete, and in the prison's grim hospitality Lord George eventually ended his days.

In modern times this massive, frowning symbol of criminal justice has vanished. The present edifice is sometimes mistaken by strangers for a theatre or a super cinema. The queue at the public door assists the error. The most striking feature, however, is that the courts are so designed that as few persons as possible can obtain a comprehensive view of the proceedings.

TIME, SPACE AND TELEPHONES.

The stern demeanour of Humphreys, J., towards a learned counsel who unsuccessfully attempted to achieve bi-location and attend both to a case at Marylebone and another at the Old Bailey recently, may form the text of a suggestion.

Both barristers and solicitors suffer constant and serious inconvenience through the absence of telephones in the robing rooms of county courts. While they are engaged there, space and time constantly impede their colleagues and their clerks when they need to make urgent communications to them.

THE LAST WORD.

Whilst McCardie, J., has often bewailed the law's injustices to man, woman is a topic he has discussed before now. But whatever he says he does not make female witnesses, litigants or barristers suffer for their sex.

With one noted county court judge it was far otherwise. His brusqueness to women was staggering. Once, however, he met his match. A well-known lady novelist of most dignified mien was called before him as a witness and approached the box heavily veiled. Almost before she was on the stand he shouted at her in stentorian tones the command: "Take off that veil, woman!" The lady apparently took no notice of this mandate, but proceeded quietly to lift her veil and take the oath. Then she turned to face the judge, and with a moving voice uttered the overwhelming retort: "Comport thyself, man!"

Legal Fictions.

I.

Guilty, but Insane.

ONCE upon a time, when the Law resided in the Breast of the Judge, and Equity was the Length of the Chancellor's Foot, it was held that no crime could be committed by one incapable of forming the necessary intent. Hence a madman could not be guilty of a felony, however heinous.

But upon another time, a Mad Man shot at the First Lady in the Land. Being found to be insane at the time, he was acquitted. "But," said the First Lady, "he *did* shoot at me. I do not wish him punished, poor man, but how *can* you say he is not guilty?"

Their Lordships sought in vain to make Manifest the meaning of *Mens Rea*. The First Lady was accustomed to respect for Her views, and was not to be trifled with. She met their learned arguments with the Fact that the madman had in very truth shot at Her.

Her learned Judges and others of Her Important Servants desired to stand well with Her, for she could withhold Her approval from them at Critical Moments. So it came to pass they sacrificed, some their Legal Conscience, and some their Sense of Fitness, upon the Altar of the Concrete Fact, and they made a law, which was Graciously accepted, that a man might be guilty though he had no intent.

The Symmetry of the Law did indeed suffer, but otherwise All were satisfied.

The moral is that, with Suitable Scales, an Ounce of Fact will outweigh a Hundredweight of Theory.

Those who would justify this Remarkable State of Things do continually cry, that the full verdict is:—

"Guilty of the act charged but he was insane at the time when he did the act." So the second moral is: "The best way to Beg the Question is to Amplify the Answer."

Reviews.

Notes on Perusing Titles and on Practical Conveyancing. By LEWIS E. EMMET, Solicitor. Twelfth edition. In two volumes. Vol. I. 1930. Royal 8vo. pp. lxxxi and (with Index) 885. The Solicitors' Law Stationery Society, Ltd., London and Liverpool. 30s. net.

Mr. Emmet has done a real service to the profession in undertaking a new edition of this book, which is a valuable guide to the investigation of title and handbook upon conveyancing.

The learned author has brought to this work an indefatigable industry (he tells us that the whole was written in the evenings and on holidays!) and a practical knowledge of the subject to which the first volume now published is abundant evidence.

A great part of the text has been re-written and brought up to date by the inclusion of all the most important recent cases.

Mr. Emmet knows from experience what the practical conveyancer wants and sets himself to provide it, and in this volume will be found ready to hand in a convenient form for reference a storehouse of useful and practical learning relating to the deduction and investigation of title which will assuredly assist those who consult it to avoid the manifold and multiform pitfalls which beset the conveyancer in daily practice.

Mr. Emmet is nothing if not up to date. We notice that he deals with the controversy about dower commenced in these columns by Mr. F. E. Farrer, and amongst other controversial subjects upon which comment is made is the vexed question as to the application of s. 36 of the Settled Land Acts, and para. 2 of Pt. IV of the 1st Sched. to the Law of Property Act, and the doubts which are felt regarding the power for "persons interested" to appoint themselves to be trustees in place of the Public Trustee under Pt. IV, para. 1 (4) (iii).

We think that the decision to add an index was a wise one, and has, so far as we have been able to test it, been well done.

The arrangement and printing of the volume are very good, but the latter would have been improved by the proper use of brackets and punctuation in the citation of cases, which is a small (although not altogether unimportant) blemish in a volume which both in form and in matter is excellent.

On the Interpretation of Statutes. By the late Sir PETER BENSON MAXWELL, Chief Justice of the Straits Settlements. Seventh Edition. By G. F. L. BRIDGMAN, of the Middle Temple and South Eastern Circuit, Barrister-at-law. Sweet and Maxwell Limited. £1 12s. net.

The new edition of Maxwell's "Interpretation of Statutes," besides incorporating the modern decisions, has two improvements which will at once commend it to busy practitioners, viz., the addition of an appendix setting out in *extenso* the Interpretation Act, 1889, and, of even further usefulness, the printing, wherever they exist, of the short titles of Statutes. The scheme of the book has not been altered.

Books Received.

Tax Cases. Vol. XIV—Part 10. (This Part concludes Vol. XIV, and contains an Index). pp. 709 to 788. 1930. H.M. Stationery Office. 1s. net.

Elementary Law. A Practical Guide for all employed in Legal Offices. E. A. COPE. Second Edition by A. W. COSWAY. 1930. Crown 8vo. 216 pp. with Index. London: Sir Isaac Pitman & Sons, Ltd. 4s. net.

De-Rating Appeals in Scotland under the Rating and Valuation (Apportionment) Act, 1928, decided by the Lands Valuation Appeals Court, 1929-30. Compiled by ALEXANDER WALKER, C.B.E., D.L., Solicitor, City Assessor, Registration Officer, and Surveyor of Local Rates, Glasgow. 1930. Super Royal 8vo. pp. xi and (with Index) 240. London and Edinburgh: William Hodge & Co., Ltd. 21s. net.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Agricultural Land—Inclusive Rents, whether Landlord must allow Deduction for De-rating.

Q. 1923. A is a landlord who let some agricultural land five or six years ago to B on a yearly tenancy for £12 per annum, landlord paying rates and outgoings. By recent legislation (the Rating Acts and the Agricultural Rates Act, 1929) agricultural land is now exempt from rates. B claims that his rent should be reduced by the amount of the decrease in the amount now paid by A in respect of outgoings, etc. Is B or A in these circumstances entitled to the benefit of the exemption from rates? Perhaps the recent case at Hull, *Evans* v. *Baxter*, might help.

A. We know of no authority for the tenant's claim to reduction of rent. Indeed, s. 73 (1) of the Local Government Act, 1929, giving relief to the tenant of an industrial hereditament, only implied that no such relief is to be given to tenants of agricultural land.

Furnishers' Liability for Moth.

Q. 1924. A client of ours who is a house furnisher sold a suite of furniture some four years ago. Proceedings have been commenced against him for damages on the ground that moth has been discovered in the material. Our client considers that after this lapse of time he would not be liable, and we understand that the courts have held that a manufacturer is not liable for damage by moth after either eighteen months or two years from the date of sale. Although we have made an exhaustive search, we are unable to trace the case in question, and should be obliged if you could refer us to it.

A. In view of the four years which have elapsed since the transaction, a submission that there is no case to answer will probably be upheld by the court, as the presence of moth may be referable to intervening events, or neglect, and not to any defect in the furniture when supplied. The period of incubation should be ascertained, but, in the absence of scientific advice, the opinion is hazarded that this does not approach four years, or even eighteen months or two years, as in the case mentioned. The latter does not appear in the recognised law reports, and is probably only reported in trade journals, not ordinarily accessible.

Refusal to Register Transfer of Shares.

Q. 1925. A testator died recently and appointed executors. Subject to certain provisions, he left the residue of his estate to his widow. The executors wish to transfer certain shares in a local mill (a public limited company) to the widow as part of the residue to which she is entitled. The shares are not fully paid and a call is expected. The executors have executed a transfer of such shares to the widow, but the company have refused to register it, and have quoted an article of association as follows:—

> "The directors may, without assigning any reason, decline to register any transfer of shares not fully paid to any person not approved by them, or any transfer of any share to any person not a member, if in the opinion of the directors it is contrary to the interests of the company that the proposed transferee should become a member, or any transfer of shares upon which the company has a lien."

In this part of the world cotton mill companies are loath to register any transfer of shares if they think that the proposed transferee is not as capable, or more capable, of paying any calls as the proposed transferor, and in many cases they refuse to register transfers quite unreasonably. In the above case, where the proposed transfer is genuine and necessary to enable the executors to wind up the estate (as there is no market in the shares in question), is such an article as the above *intra vires*, and can the company rely upon it without question?

A. The shareholders have elected a domestic tribunal to decide as to the propriety of share transfers, and in the absence of fraud the courts will not hear appeals on matters within the discretion of the board. The policy of the companies in question appears to be eminently reasonable, as a more complacent attitude might diminish the value of uncalled capital as an asset, owing to shareholders escaping liability by assignments of shares to men-of-straw. The genuineness of the transfer in question, and the inconvenience to the estate by reason of the delay, are not matters of which the directors need take any account, as the interests of the company are their paramount consideration, and the company has constituted them supreme judges on the point. The article is therefore *intra vires* and can be relied upon without question.

Builder's Liability for Defective Tank.

Q. 1926. A client of ours purchased a house a year ago which had then been erected only a few months. The vendor had acquired the house from the builder who erected it. Recently the hot water tank leaked, causing damage. It was found that a knife had been left in the tank by the builder, and that rust had accumulated and eaten through the tank. There seems to be no doubt that the builder was guilty of negligence, but it appears doubtful whether our client, who was not the direct purchaser from the builder, can have any remedy in law against him, but your opinion on the matter would be appreciated. We take it there can be no remedy against the vendor, and that the only right of action (if any) against the builder would be for negligence.

A. The question assumes two things which the plaintiff would have to prove, viz., (*a*) that the knife really had been left in the tank by the builder, and (*b*) that the latter was guilty of negligence. The fact that there was no privity of contract between the builder and the purchaser would not prevent the latter from suing for negligence, which is a claim in tort, but the difficulty would lie in identifying the knife. The issues are similar to those in *Crotch* v. *Miles* (*Times*, 21st March, 1930), in which the plaintiff claimed that forceps were left in her body after an operation, but the jury found for the defendant, and Lord Hewart, L.C.J., gave judgment accordingly. There is no remedy against the vendor in the absence of any warranty that the hot water system was in good condition.

Auctioneers' Commission.

Q. 1927. In 1928 A, the owner of a house, instructed Z & Co., estate agents, to let the same furnished for three months, which they did to B, their usual commission being, of course, charged and paid by A. In 1929 B wrote A direct and negotiated a three months' furnished tenancy of the same property on the same terms. Z & Co. claim commission on this letting also by virtue of their original introduction of B. They claim that however often B takes a furnished tenancy of the house from A they will be entitled to commission on this ground. We contend that—

(*a*) The original transaction was complete in itself and closed;

(*b*) That at the time of the second letting Z & Co.'s agency had ceased and the property was not in their hands to let ;

(*c*) That an agent is only entitled to commission on transactions resulting from proximate consequences of his acts and that the claim fails.

Which party is correct ? Would it have made any difference had the property again been in Z & Co.'s hands in 1929 to let and B without the intervention of Z & Co. had yet concluded the hiring with A direct ?

A. The claim of Z & Co. cannot be sustained, in the absence of proof of special custom relating (apparently) to pleasure resorts. The initiative in 1929 was taken by B, and therefore no question arises of A having deprived Z & Co. of the opportunity of earning commission, whereby they would be entitled to damages. Apart from this point, the questioners' contentions (*a*) and (*b*) are sound on the construction of the facts. The legal proposition in (*c*) does not apply invariably, as a commercial agent, for example, may be entitled to commission on repeat orders after termination of his contracts, but in the above case there was a break in the relationship between all parties. A is therefore correct, but if the property had again been in Z & Co.'s hands, in 1929, A should have referred B to them. By concluding the hiring with B direct, A would have been liable to Z & Co. for breach of contract, viz., depriving them of the opportunity of earning commission.

Validity of Mortgagee's Notice to Tenant.

Q. 1928. A is mortgagee of Blackacre, B is the mortgagor, C is the tenant of Blackacre, and D is the husband of C and is guarantor of the rent under the lease. Interest is many months in arrear and A has served upon D a notice requiring payment of all rent to him. No notice has been served on C, but D has, of course, mentioned the matter to C, and she knows that D has received the notice. B contends that this notice is not in order, inasmuch as it is addressed to the wrong person and requires C to pay the rent to him. Is C safe in so doing failing another and more accurate notice from A ?

A. The husband and wife are evidently living together, and D was apparently served with notice as the agent of C, and not as guarantor by reason of any default on the part of C. The contention of B is highly technical, and there is no comparison between a notice of the above nature and the formal demand (for example) which is a condition precedent to an action for detinue. The opinion is therefore given that C is not safe in paying B, failing another and more accurate notice from A. In any case, the matter can soon be put in order by asking A to serve a fresh notice on C, as she has apparently no interest in helping B.

Landlord and Tenant—Proviso for Determination by Notice—Notice Giving Wrong Date.

Q. 1929. A lessee who has taken a twenty-one years lease determinable on either side at the expiration of seven years by the giving of a six calendar months' previous notice in writing, served notice to determine at the end of seven years. The lessee erroneously computed the date of the expiry of the seven years from the date of the lease instead of the date from which the term commenced as stated in the body. It appears that there is no possible way in which the lessee could get relief from his mistake, but I would be glad of any suggestion.

A. The question of whether the intention of the parties was that the term should be determinable at seven years from date of lease or from the commencement of the term is a matter of construction. A proviso for determination of the term " at the expiration of seven years thereof " clearly means from the commencement of the term : *Bird* v. *Baker*, 28 L.J. Q.B. 7. If this is clear from the proviso in the lease under consideration the notice is bad and there appears to be no remedy : *Cadby* v. *Martinez*, 9 L.J. Q.B. 281 ; though a notice of sufficient length referring to the power in the lease to determine, but not specifying date of determination, would be good : *Giddins* v. *Dodd*, 25 L.J. Ch. 451.

Notes of Cases.

Court of Appeal.

Herbert Wilcox Productions Limited *v.* First National Pictures Limited.

Scrutton, Lawrence and Slesser, L.JJ. 14th April.

Contract—Cinematograph Film Hiring—Block Booking —Alleged Breach of Duty.

Appeal from a decision of Mackinnon, J. (74 Sol. J., 139).

The plaintiffs claimed damages for alleged breach of duty with regard to the film " The Only Way." The action was first tried by Branson, J., in January, 1929, and a new trial was ordered by the Court of Appeal in April, 1929. The plaintiffs, Herbert Wilcox Productions Limited, were cinematograph film producers, and were the owners of the British film " The Only Way," which was based on a play of the same name, which in turn was a dramatised version of Dickens's novel " A Tale of Two Cities." The defendants, The First National Pictures Limited, were film renters. The plaintiffs claimed to recover from the defendants damages for alleged breach of an agreement dated the 17th March, 1925. The plaintiffs alleged that the defendants, as their distributing agents, were guilty of breach of duty by block-booking the film with others belonging to the defendants, with the alleged result that a smaller sum was received for the hire of it than they would have obtained if it had been let separately. The chief role in the film was taken by Sir John Martin-Harvey. The defendants denied any breach of contract and pleaded that their methods of booking were usual and well known to the plaintiffs.

Mackinnon, J., held that there was no breach of contract on the part of the defendants, because they were entitled to exploit other films at the same time as " The Only Way." It would be quite impossible to sell several properties together without its being possible to show that one or other of them might have got more if sold by itself, and there was no legal basis for the suggestion that the prices should be adjusted when the merits of the respective films became known. He accordingly gave judgment for the defendants, with costs. The plaintiffs appealed.

The Court dismissed the appeal, holding that there was no ground for suggesting that there had been any material breaches of contract, and with the exception of two small matters in respect of which the plaintiffs must have judgment for £3 15s., the appeal must be dismissed with costs. Appeal dismissed.

Counsel : *D. N. Pritt*, K.C., and *W. E. P. Done* ; *Malcolm Hilbery*, K.C., and *C. W. Lilley*.

Solicitors : *Hugh V. Harraway* ; *Thomas Cooper & Co.*

[Reported by T. W. Morgan, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Chandler and Co. *v.* Winchester.

Hawke, J. 30th April.

Contract—Purchase of Shares—Liability of Purchaser —Whether Principal or Agent.

In this action the plaintiffs, stockbrokers, claimed from the defendant, the Marquess of Winchester, £7,017, being the cost of shares in Associated Automatic Machine Company, Retail Trade Securities, and Photomatom Parent Corporation, which, it was alleged, were purchased by the plaintiffs on the instructions of the defendant. Evidence was given on behalf of the plaintiffs to the effect that the defendant himself telephoned them with regard to the purchase of the shares. After the Hatry crash the plaintiffs had had to pay £2,932 into the Committee of the Stock Exchange pooling scheme in respect of the shares in question. The defendant contended that to the best of his recollection he notified a member of the plaintiff firm that at the time of the purchase he was acting on behalf of the Austin Friars Trust, Limited, and he was in fact, he submitted, so acting.

HAWKE, J., said that the question which he had to decide was with whom, in fact, the plaintiffs made the contract. He had to choose between the recollection of two witnesses, but when a person made a contract with another person on behalf of a third party, it was his duty to bring to the mind of the person with whom he was contracting the fact that he was contracting only as agent. He (his lordship) was of opinion that the defendant had failed to bring that fact sufficiently to the mind of the plaintiffs. He was satisfied that the plaintiffs had looked to the defendant as principal throughout the transactions. There would be judgment for the plaintiffs for £2,996 1s. 3d.—the sum agreed by counsel—with costs.

COUNSEL: *H. G. Robertson*, for the plaintiffs; *F. P. M. Schiller*, K.C., and *Sir George Jones*, for the defendant.

SOLICITORS: *Smallman & Son; Ernest Simmons & Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Marks *v.* Board and Others.

Rowlatt, J. 16th May.

CONTRACT—SALE OF HOUSE—MEMORANDUM OF AGREEMENT—SUBJECT TO SURVEYOR'S REPORT—REPUDIATION OF AGREEMENT—NO BINDING CONTRACT.

In this action David Marks claimed damages from Victor Board for breach of an alleged contract for the sale by the defendant to the plaintiff of a house in Sarre Road. L. Pearlman & Co., estate agents, were also sued for an alleged breach of warranty of authority in relation to the same matter. The plaintiff's case was that Pearlman & Co., having received instructions from the defendant Board to find a purchaser for the house in question, he (the plaintiff) made an offer through them of £950, which was accepted by the defendant. A small deposit was paid by the plaintiff, and a document, called a "memorandum of agreement," was drawn up providing for the purchase of the house by the plaintiff from Board. That document contained the words "subject to surveyor's report." The vendor later repudiated the bargain, and for the defendants it was contended that (1) the agents had not the vendor's authority to make a binding contract; and (2) that no binding contract was in fact reached.

ROWLATT, J., said that there was a document which was called a "memorandum of agreement." It bore a stamp and was signed by the agents for the vendor and the plaintiff, but it contained the words "subject to surveyor's report." The whole thing was subject to that; it was perfectly well understood in that business that when a person said that he would buy "subject to surveyor's report," it meant that he would not decide definitely until he had heard what his surveyor said about it. In short, there was no contract, because the buyer was not yet bound and, therefore, the seller was not bound either. A document of that sort was put forward by agents in an endeavour to clinch the deal and was made to look like an agreement. There was a stamp put on it, and sometimes both parties were deluded into thinking that it was an agreement when they did not want to. He did not think that that ought to be done by house agents. When they did get a binding contract let them provide for the payment of a deposit, and say what was going to happen to the deposit if a contract went off. That was the proper way of doing the business. To take a deposit when there was no contract was a confusion which led inexperienced people into being misled. In dismissing the action his lordship refused the house agents their costs, because he thought that their method of business had misled the plaintiff into bringing the action on the document.

COUNSEL: *H. J. Astell Burt*, for the plaintiff; *A. H. M. Wedderburn*, for the defendant Board; *Robert Fortune* for L. Pearlman and Co.

SOLICITORS: *Albert Albu; Greenwood & Knocker; Charles Watson Brown.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Parliamentary News.

Progress of Bills.

House of Lords.

Workmen's Compensation (Silicosis) Bill [H.L.]. Read the Third Time and passed and sent to the Commons. [15th May.

Land Drainage Bill. Committee stage concluded. [20th May.

Coal Mines Bill. Report. [22nd May.

Railways (Valuation for Rating) Bill. Amendments reported. [28th May.

Third Parties (Rights against Insurers) Bill. Read the Third Time and passed. [27th May.

Education (Scotland) Bill. Read the First Time. [27th May.

House of Commons.

Illegitimate Children (Scotland) Bill. As amended (in the Standing Committee), considered, read the Third Time, and passed. [16th May.

Hairdressers' and Barbers' Shops (Sunday Closing) Bill. As amended (in the Standing Committee), considered, read the Third Time, and passed. [16th May.

Consumers Council [Expenses]. Resolution reported and agreed to. [19th May.

Education (Scotland) Bill. As amended (in the Standing committee) considered. Read a Second Time. [23rd May.

Small Landholders (Scotland) Acts (1886 to 1919) Amendment Bill. As amended (in the Standing Committee) considered. [23rd May.

Finance Bill. In committee. [27th May.

House of Commons.

Questions to Ministers.

LAW OFFICERS' REMUNERATION.

In a written reply to Sir ASSHETON POWNALL, who asked what amounts had been drawn by the Law Officers during the year ending 31st March last, THE FINANCIAL SECRETARY TO THE TREASURY gives the following figures:—

	Salary	Fees	Total
Attorney-General:—	£	£	£
Sir T. W. H. Inskip ..	1,346	8,783	10,129
Sir W. Jowitt	5,654	8,787	14,441
Solicitor-General:—			
Sir F. B. Merriman ..	1,154	3,147	4,301
Sir J. B. Melville ..	4,846	3,625	8,471

[22nd May.

ASSIZES (COUNTY COURT JUDGES.)

THE SOLICITOR-GENERAL (Sir James Melville), in reply to Mr. HOPKIN, said: No legislation is requisite for the purpose of inserting the name of a judge of a county court in a Commission of Assize, and this course has been followed on several occasions in recent years when the necessity arose. [26th May.

COUNTY COURT JUDGES (SALARIES).

In reply to Mr. HOPKIN, who asked the Attorney-General in view of the great increase in the scope and importance of the duties of judges of county courts, if he is now prepared to revise their salaries, THE SOLICITOR-GENERAL said: Any alteration in the salaries of county court judges could only be effected by an Act amending the County Courts Act, 1888, by which the present salaries were fixed, and I am unable in the present state of Parliamentary business to hold out any hope that the Government could undertake to introduce a Bill on the subject in the immediate future. [26th May.

LAND VALUATION BILL.

THE CHANCELLOR OF THE EXCHEQUER (Mr. Philip Snowden), in reply to Colonel WEDGWOOD, said: The Land Valuation Bill will be introduced before Whitsun. Owing to the congestion of Parliamentary business, the Prime Minister feels that it is not possible at this moment to say when its further stages will be taken. [26th May.

CROWN AND SUBJECT (LEGAL RELATIONS).

Mr. DAY asked the Attorney-General whether it is intended to introduce legislation which will have as its object amending the present law as between the Crown and its subjects?

THE SOLICITOR-GENERAL: I regret that in the present state of public business it is not possible to make any statement on this matter. [27th May.

LAND REGISTRY.

Lieut.-Colonel Sir A. LAMBERT WARD asked the Attorney-General the reason why steps are not being taken to increase the number of compulsory areas of registration of property at His Majesty's Land Registry?

The SOLICITOR-GENERAL (Sir James Melville): It rests with each county council or county borough council to take the initiative in this matter. The Act provides that no compulsory order shall be made except at the instance of these bodies until the 1st January, 1936. [27th May.

CONSUMERS' COUNCIL BILL.

Mr. N. BUXTON, in reply to Lord FERMOY, said: I am aware that the National Farmers' Union has passed a resolution calling upon Parliament to reject this Bill, but I have received no representations from farmers' organisations on the subject. [27th May.

Societies.

The Auctioneers' and Estate Agents' Institute.

ANNUAL DINNER.

The annual dinner of the Institute took place at the Connaught Rooms, London, on Thursday evening, 8th May, when Mr. J. Edward Kitchen presided over a distinguished company, numbering about 400. The President was supported on either side by The Right Hon. Noel Buxton, M.P. (Minister of Agriculture and Fisheries), The Hon. Mr. Justice Eve, The Right Hon. Lord Atkin (Lord of Appeal) and The Right Hon. the Earl of Mayo. The other members and guests at the head table included the immediate Past-President (Mr. Arthur C. Driver), the President-Elect (Mr. George F. Page, J.P., Mr. B. W. Adkin (Principal, College of Estate Management), Mr. G. Turville Brown (Vice-President, Surveyors' Institution), Col. Sir G. Courthope, Bart., M.P. (President, Central Landowners' Association), Sir Harry Courthope-Munroe, K.C., M.A., Sir Francis Floud, K.C.B. (Chairman, Board of Customs and Excise), Mr. T. C. E. Goff, D.L., J.P. (Vice-Chairman, London County Council), Sir Charles Gott (Chief Valuer, Inland Revenue), Mr. P. J. Hannon, M.P. (Chairman, Central Chamber of Agriculture), Mr. W. Hasler (Chairman, Farmers' Club), Mr. F. G. Hughes (Secretary, Queen Anne's Bounty), Mr. E. H. M. Luckock (President, Land Agents' Society), Rev. Canon Malden, Major J. Milner, M.P., Mr. H. Morgan (President, Incorporated Society of Accountants and Auditors), Col. W. Parker, D.S.O., T.D. (President, Chartered Institute of Secretaries), Mr. W. Waite Sanderson, C.B.E., P.P.A.I. (President, Rating Surveyors' Association), Sir Oswald Simpkin, K.C.B., C.B.E. (Public Trustee), Mr. E. W. K. Slade, J.P. (Vice-President, National Farmers' Union), Sir Charles Howell Thomas, K.C.B., C.M.G. (Secretary, Ministry of Agriculture and Fisheries), Mr. H. G. Webster and Mr. John Willmot (Official Arbitrators), Sir H. Trustram Eve, K.C.B., Mr. John G. Head, J.P. (Past-President), Mr. Ralph H. Brady, M.B.E. (Past-President), Mr. Alfred J. Burrows (Past-President), Mr. Chas. Ossenton (Past-President), Mr. C. Roland Field (Vice-President), Mr. Hubert Alexander, J.P. (Vice-President), and Mr. H. H. Robinson (Member of the Council).

Presiding over the smaller tables were the following members of the Institute, viz.: Mr. Ernest J. Bigwood, J.P., Mr. James S. Motion, Mr. J. H. Townshend Green, Mr. J. Seagram Richardson, Sir Arthur G. Dilley, M.B.E., J.P. (Past-Presidents), Mr. Edward W. Eason, Mr. H. Mordaunt Rogers (Vice-Presidents), and Major R. M. Woodley, Mr. F. J. Linney, Mr. Edmund Walton and Major John Francis, D.S.O. (Members of the Council), supported by Mr. A. K. M. Baynton, Mr. E. H. Blake, C.B.E. (Secretary of the Institute), Mr. H. Lee Clarke, Mr. E. R. Cook, C.B.E. (Secretary of The Law Society), Lt.-Col. Grahame Deakin, D.S.O., Mr. P. W. Ford (Librarian), Mr. R. C. Hadland, M.A. (Secretary, College of Estate Management), Sir Basil Mayhew, K.B.E., Mr. F. W. Parsons, Major Vivian Rogers, D.S.O., M.C., Mr. Joseph Stower, Mr. F. M. Sydenham (Assistant Secretary) and Mr. J. H. Williams.

The loyal toasts having been enthusiastically pledged.

"HIS MAJESTY'S MINISTERS."

Mr. CHARLES OSSENTON (Past President), in an excellent speech, proposed this toast, and after humorously relating how the invitation to speak at the banquet reached him on the same morning as the announcement of the Budget proposals of the Chancellor of the Exchequer to add to his depression, said: "You received the loyal toast to-night with that enthusiasm which always marks the attitude of Englishmen to that sentiment. Every decent Englishman subscribes to the great constitutional doctrine that the King can do no wrong. But it was on the very distinct understanding that every Englishman is entitled to hold an equally strong conviction that the Government can very seldom do anything right. (Laughter.) There was no greater judge of modern political history than the late Lord Rosebery. In summing up the qualities of that great statesman, Pitt, he defends him from criticism in these words: "It must be remembered that ministers have to deal, not with angels, but with men; they must compromise the ideal, and they must do not the best, but the nearest practicable." No one knew the difficulties and dangers better than the late Lord Rosebery. They did not expect the ministers to attain all their ideals, but would be content if they achieved "not the best, but the best practicable." Referring to the presence of the Minister for Agriculture (Mr. Noel Buxton), Mr. Ossenton said that whilst he did not claim to be competent to speak about agriculture, there was a very large proportion of their members who were most acutely interested in an industry so vital to the well-being of the nation. The condition of agriculture to-day constituted a national peril, and was therefore a reproach to statesmen of all parties so long as it was allowed to continue. If Mr. Buxton could lift that great industry out of the rut of depression and set it on the road to prosperity, he would put the seal upon a high reputation. They wished him every success in the conduct of his great Department. (Loud applause.)

The Right Hon. NOEL BUXTON, M.P. (Minister of Agriculture and Fisheries), in replying to the toast, said the Government regarded the profession of land agency and management as one of the most vital to national prosperity. He congratulated the Institute upon the successful foundation of the College of Estate Management and on the broad-minded policy they had pursued in regard to agriculture. The only agricultural measure they had at the moment in Parliament was the Land Drainage Bill. The policy pursued by the Government originated with the Royal Commission on Land Drainage appointed before they assumed office. They attached considerable importance to that Bill. They were in difficult times, and the Government must do all they can to help the farmer through. (Applause.)

"THE INSTITUTE."

The Right Hon. Lord ATKIN (Lord of Appeal) then proposed "The Institute" and said he was addressing an audience most of whom were masters of the language of eulogy. They would remember the story of one of their great predecessors, who, in selling a country estate, said that common honesty compelled him to refer to two defects which he would not like the sale to go by without mentioning, viz., the noise of the nightingales and the overwhelming smell of the roses. (Laughter.) He referred to the many activities in which the Institute was beneficially employed, and said he thought most of the Governments of recent years had been engaged in promoting legislation for the special benefit of their profession. (Laughter.) The Agricultural Holdings Act, the Landlord and Tenant Act and the Rating and Valuation Acts were instances of the kind. The work of the Institute, like institutions in other professions, goes far to encourage a high standard of professional duty amongst its members and to combine with that standard the promotion of a feeling of comradeship which is so important. He felt sure that the high standard they had set themselves to follow would bring to the Institute many more years of prosperity and of valuable public service. He should like to couple with that toast the name of their distinguished President, Mr. Kitchen. The toast was received with musical honours.

The PRESIDENT, who was received with loud cheers, said that the Institute now numbered over 6,000 members and had an income of about £20,000 a year. After touching upon the more important branches of work which the Institute had undertaken, he referred to the directions in which they had successfully co-operated with kindred societies, including The Law Society and the Surveyors' Institution. In the new Housing Bill the expression "owner" had been accurately defined for the first time. Referring to s. 46 of the last Housing Act, it was common knowledge that perfectly sound and sanitary properties had been taken at site value, and even less. That was not justice. He was sorry that some means had not been found of wiping out mock auctions. He

thanked them sincerely for the way in which the toast had been proposed and received. (Loud applause.)

"Our Guests."

Mr. George F. Page, J.P. (Vice-President), in proposing the toast of "Our Guests," said: That they had present with them that night many who were busy men of affairs, and he felt that their presence indicated a recognition of the serious work upon which the Institute was engaged. Their names would be found inscribed on "the plan annexed to the printed particulars." He had hoped that the Minister of Agriculture would have indicated some measure which his department proposed to propound for the present very depressed state of agriculture. He coupled with the toast the name of Mr. Justice Eve. (Applause.)

Mr. Justice Eve, whose cordial reception evidenced his undoubted popularity, in returning thanks, said he was much impressed with the extraordinary atmosphere of the open air, the good fellowship and the prosperity which invariably distinguished their Institute. They diffused an atmosphere of contentment around them which, in view of the present state of affairs, was wonderful.

If, however, we went on dissipating our capital as income, in a short time we should have nothing to sell and no one with money to buy if we had. The condition of agriculture looks like remaining very serious, and he did not think that there was anyone who could contemplate without some sense of personal loss the continuous abandonment, and not infrequently the demolition of historic houses, the cutting up of beautiful estates and delightful parks and the imposition on the countryside of very much that is altogether out of harmony with its primeval beauty. These things could be, and must be, controlled by united action, backed up by a strong public opinion, and he was delighted to hear that in this respect they would have the assistance and sympathy of members of that Institute for the purpose of handing down to future generations some of that beauty which we had received as a heritage from those who had gone before. (Applause.)

During the evening Frederick Arthur's Orchestra delighted the company with selections, whilst Miss Rispah Goodacre and Mr. Stuart Robertson entertained them with some excellent songs, with Mr. Frederick Arthur at the piano. One is accustomed to be dined well at the Connaught Rooms, but the service and organisation on this occasion deserves a special word of commendation—both were perfect. We cannot close the report of this dinner without congratulating the able and courteous Secretary of the Institute (Mr. E. H. Blake, C.B.E.) and his indefatigable Assistant (Mr. F. M. Sydenham) upon a thoroughly successful and enjoyable evening.

Solicitors' Benevolent Association.

The monthly meeting of the Directors of this Association was held at The Law Society's Hall, Chancery-lane, on the 14th inst., Mr. Henry W. Michelmore (Exeter) in the chair, the other directors present being: Sir A. Norman Hill, Bart., Sir Reginald W. Poole, and Messrs. A. C. Borlase (Brighton), E. R. Cook, T. S. Curtis, A. G. Gibson, O. J. Humbert, C. G. May, H. A. H. Newington, A. B. Urmston (Maidstone) and H. White (Winchester). £1,225 was distributed in grants of relief; seventeen new members were elected; and other general business transacted.

Mr. Edward Bramley, M.A., LL.D. was elected a Director at Sheffield.

The City of London Solicitors Company.

The above company held its twenty-first annual meeting at the Guildhall, on Monday, the 12th inst., when Mr. Edward J. Stannard (the Master) presided. The members present included Mr. F. M. Guedalla (Senior Warden), Mr. J. H. N. Armstrong (Junior Warden), Mr. G. L. F. McNair (Hon. Treasurer), Mr. Sydney C. Scott, Mr. T. H. Wrensted, Mr. E. Burrell Baggallay, Mr. J. Montague Haslip, Mr. G. Stanley Pott, Mr. P. D. Botterell, Mr. Hugh D. P. Francis, M.C., Mr. Harry Knox, Mr. R. S. Fraser (Senior Steward), Mr. M. C. Matthews (Junior Steward), The Hon. E. G. Eliot, Mr. E. G. Roscoe, Mr. Anthony Pickford, Mr. H. S. Syrett, LL.B., C.C., Mr. E. A. Rehder, Mr. E. M. Morriss, Mr. A. S. Hicks (Hon. Auditor), and Mr. A. T. Cummings (Clerk).

The Master, in moving the adoption of the annual report of the Court of Assistants, thanked the members for assistance they had given in dealing with the various important matters connected with their professional work. Most of them, he said, were feeling their way in the labyrinths of the new legislation affecting the Law of Property, the new statutes changing both their knowledge and experience, replacing, as one of the Chancery judges had said, a complicated system of real property law they did understand by a new and more complicated one they did not understand. Mr. Guedalla seconded the motion, which was carried. Mr. E. A. Rehder and Mr. Archibald Hair were elected members of the court, and a cordial vote of thanks was passed to outgoing Master for his services in the chair during the past year.

At a subsequent meeting of the court the following officers were elected for the ensuing year, viz.:—Master, Mr. F. M. Guedalla; Senior Warden, Mr. J. H. N. Armstrong; Junior Warden, Mr. R. S. Fraser: Senior Steward, Mr. M. C. Matthews, and Junior Steward, The Hon. E. G. Eliot. Mr. Arthur T. Cummings was re-elected Clerk to the Company.

Chester and North Wales Incorporated Law Society.

The forty-ninth Annual Meeting was held at the Grosvenor Hotel, Chester, on Wednesday, the 21st inst., the retiring President, Mr. F. Horace Cooke (Crewe) in the chair. It was reported that the Society now numbers 174 members. The "John Allington Hughes Prize" for 1929 was presented by the Chairman to Mr. Edward Talog Davies who served his articles with Mr. Joseph Lloyd of Rhyl and gained 3rd Class Honours. The "Sir Horatio Lloyd Prize" was presented to Mr. Hywel Glynne Jones, LL.B., who served his articles with Mr. Cyril O. Jones of Wrexham and gained 3rd Class Honours. The Society's Intermediate Prize was presented to Mr. John Colin Blake who is serving his articles with Mr. W. F. Youde of Chester.

The following were elected officers of the Society for the ensuing year: President and Hon. Secretary, Mr. Henry G. Hope, Chester; Vice-President, Mr. J. H. Bate, Wrexham; Hon. Treasurer, Mr. T. Moore Dutton, Chester; Assistant Hon. Secretary, Mr. Alan M. Miln, Chester; Hon. Auditors, Messrs. W. H. Barnes and G. H. Evans, both of Chester. The following, with the four first-named officers, are the Committee for the year, viz.: Messrs. R. Farmer, Chester; W. E. Hough, Runcorn; J. E. Hallmark, Llandudno; R. S. Kelly, Mold; J. J. Marks, Llandudno; J. D. H. Osborn, Colwyn Bay; David Hughes, Chester; Mark J. Fletcher, Northwich; F. Horace Cooke, Crewe; R. Gordon Roberts, Llangefni; Joseph Lloyd, Rhyl; and Cyril O. Jones, Wrexham.

A handsome presentation was made to Mr. Henry G. Hope in recognition of his services as Hon. Secretary to the Society for twenty-two years.

The Annual Dinner was held in the evening at the Grosvenor Hotel under the Presidency of Mr. Henry G. Hope. The guests of the Society were: The Right Worship The Mayor of Chester (Councillor John Morris); Dr. Lees (President of the Chester and North Wales Medical Association); Mr. J. P. Elsden; and Mr. E. T. Davies, Mr. H. G. Jones and Mr. J. C. Blake, winners of the Prizes for 1929.

Barristers' Benevolent Association.

The report of the Barristers' Benevolent Association, presented at the annual meeting of the association held on Thursday in last week (over which Mr. Justice Avory presided) in the Inner Temple Hall, stated that the cases of poverty and distress which came before the committee showed no signs of diminishing either in number or in urgency, and the needs of the various applicants for the association's bounty continued to exceed the amount of the funds available. It was their aim to apportion fairly among the beneficiaries such funds as they had at their disposal, but in their view the standard of the relief which they were in a position to give was not as yet commensurate with the honour and reputation of the profession, and called for a further substantial augmentation of the regular income of the association.

The Society of Incorporated Accountants and Auditors.

At the forty-fifth ordinary general meeting of The Society of Incorporated Accountants and Auditors, Mr. Henry Morgan, F.S.A.A., of Morgan Brothers & Co., Incorporated Accountants, was re-elected President of the Society for the ensuing year and Mr. Edward Cassleton Elliott, F.S.A.A., of Cassleton Elliott & Co., Incorporated Accountants, was re-elected Vice-President.

The London Solicitors' Golfing Society.

The summer meeting of this Society will be held on Monday, 16th June next, at Walton Heath, when the competitors will be the guests of their President, Lord Riddell, at dinner after the meeting. The closing date for entries is the 10th June, and the entrance fee of 2s. 6d. should be sent to Mr. H. Forbes White, Bank-buildings, Ludgate-circus, E.C.4.

Rules and Orders.

THE CIRCUIT ORDER IN COUNCIL, 1930.

At the Court at Buckingham Palace, the 15th day of May, 1930.

PRESENT,

The King's Most Excellent Majesty in Council.

Whereas by the Circuit Orders in Council, 1912 to 1928,(*a*) and an Order in Council dated the 9th day of November, 1920,(*b*) certain arrangements have been made as regards the Circuits of the Judges, and the places at which Assizes are to be holden and the class of business to be taken at those places:

And whereas it is expedient that the place at which Assizes are to be held in and for the County of Surrey shall be changed from Guildford to Kingston-upon-Thames, and that certain alterations should be made in the arrangements for the transaction of Civil Business in certain counties:

And whereas the provisions of the Rules Publication Act, 1893,(*c*) have been complied with:

Now, therefore, His Majesty in Council, is pleased to order, and it is hereby ordered, as follows:—

1. The town of Guildford shall cease to be a place where Assizes are holden in and for the County of Surrey, and the Assizes in and for the said County shall henceforth be holden at the town of Kingston-upon-Thames.

2. Civil Business shall, subject to the provisions of section 77 of the Supreme Court of Judicature (Consolidation) Act, 1925,(*d*) be taken on the Autumn Circuit at Carlisle, Gloucester, Leicester, Maidstone, Nottingham, Shrewsbury and Winchester.

3. The following amendments shall accordingly be made in the Schedules to the Order in Council dated the 14th day of May, 1912(*e*):—

(i) In Schedule No. 1 the word "Kingston-upon-Thames" shall be substituted for the word "Guildford."

(ii) In that part of Schedule No. 1 which relates to the Autumn Circuit the words "(Civil and Criminal)" shall be inserted after the name of each of the following towns:—Gloucester, Leicester, Maidstone, Nottingham, Shrewsbury and Winchester.

(iii) In that part of Schedule No. 2 which relates to civil business the words "but not on the Autumn Circuit at Carlisle and Lancaster" shall be omitted and the words "and on the Autumn Circuit at Carlisle but not at Lancaster" shall be substituted therefor.

4. This Order may be cited as the Circuit Order in Council, 1930.

M. P. A. Hankey.

(*a*) S.R. & O. 1912 (No. 537) p. 1186; 1919 (No. 1287) II, p. 470, and 1928 (No. 893) p. 1209. (*b*) S.R. & O. 1920 (No. 2230) II, p. 699.
(*c*) 56–7 V. c. 66. (*d*) 15–6 G. 5. c. 49. (*e*) S.R. & O. 1912 (No. 537) p. 1186.

Legal Notes and News.

Honours and Appointments.

Lord ATKIN, a Lord of Appeal in Ordinary, has been appointed Master of the Library of Gray's Inn in the place of Lord Merrivale, President of the Probate, Divorce and Admiralty Division, whose term of office has expired.

Sir JOHN SIMON, K.C., M.P., has been elected Reader for the Summer Vacation at the Inner Temple.

Sir REGINALD MITCHELL BANKS, K.C., has been elected a Master of the Bench of the Inner Temple.

Sir JOSEPH HORSFORD KEMP, K.C., Attorney-General, Hong Kong, has been appointed Chief Justice of the Supreme Court of that Colony.

Mr. SIDNEY SOLOMON ABRAHAMS, Barrister-at-Law, Attorney-General, Gold Coast Colony, has been appointed His Majesty's Counsel for the Colony.

Mr. W. J. BOARD, solicitor, Town Clerk of Nottingham, has been appointed Public Assistance Officer for that City, and the Deputy Town Clerk (Mr. J. E. RICHARDS) has been appointed Deputy Public Assistance Officer.

Mr. PERCY FIELDING, solicitor, Halifax, has been appointed Clerk to the Luddenden Foot Urban District Council.

The Minister of Health has appointed Mr. W. A. ROSS, O.B.E., and Mr. J. C. WRIGLEY to be Assistant Secretaries of the Ministry of Health.

The Directors of the Phœnix Assurance Company have re-elected Sir GERALD HEMINGTON RYAN Chairman and Mr. ARTHUR M. WALTERS and Mr. P. J. PYBUS, M.P., Deputy Chairmen.

American Assets in Deceased Estates

Solicitors, Executors and Trustees may obtain necessary forms and full information regarding requirements on applying to:

GUARANTY EXECUTOR AND TRUSTEE COMPANY LIMITED

32 Lombard Street E.C.3

"REGISTRATION OF ACCOUNTANTS."

The evidence taken by the Departmental Committee on the Registration of Accountants at their meetings on the 11th April and 1st May has now been published as under, and copies may be obtained from H.M. Stationery Office or through any bookseller:—

FOURTH DAY: 11th APRIL, 1930. Price 3s.
Evidence by—
(*a*) The London Association of Accountants, Ltd.
(*b*) The Corporation of Accountants, Ltd.
(*c*) The Central Association of Accountants, Ltd.
(*d*) The Institution of Certified Public Accountants, Ltd.

FIFTH DAY: 1st MAY, 1930. MORNING SESSION. Price 3s.
Evidence by—
(*a*) The Society of Accountants in Edinburgh.
(*b*) The British Association of Accountants and Auditors, Ltd.
(*c*) The Society of Statisticians and Accountants, Ltd.
(*d*) The Institute of Company Accountants, Ltd.
(*e*) The Faculty of Auditors, Ltd.

FIFTH DAY: 1st MAY, 1930. AFTERNOON SESSION. Price 1s. 3d.
Evidence by—
(*a*) The Institute of Municipal Treasurers and Accountants (Incorporated).
(*b*) The Institute of Poor Law Accountants, Ltd.

SCOTTISH PUBLIC HEALTH ADMINISTRATION.

The Secretary of State for Scotland has appointed Mr. James Welsh, M.P., Provost John Fletcher, Nairn, Ex-Bailie John Ogilbie, Dundee, Councillor Arthur W. Brady, Irvine, and Mr. William M. Mowat, Public Assistance Officer, Edinburgh, to be members of the Consultative Council on Local Health Administration and General Health Questions in succession to Mr. James Stewart, M.P., Ex-Bailie P. J. Dollan, Glasgow, Bailie Simon G. Fraser, Dundee, Mr. High Fraser, Inverness, and Mr. Matthew A. Reynard, Public Assistance Officer, Glasgow, who have ceased to be members of the Council after six years' continuous service and are not eligible for re-appointment. The new appointments are for a period of three years. Sir Henry S. Keith has also been re-appointed a member of the Council for a further period of two years.

PHŒNIX ASSURANCE COMPANY.

Redueed rates of premium for without-profit life policies are announced by the Phœnix Assurance Company. These affect the example given by the company in its announcement in *The Times* number on insurance, published on Tuesday. In accordance with the new terms, which have been issued since the number went to press, a man aged thirty next birthday could, for a monthly premium of £1 18s. 11d., secure a policy for £1,000. The total annual premium would thus be £23 7s., which, allowing for income-tax rebate at 2s. in the pound, would be reduced to a net annual cost of £21 10s. 4d. This sum would be payable for twenty years only so that the maximum amount that could be expended, after allowing for income-tax at the above rate, would be £420 6s. 8d., while the estate of the assured would benefit to the extent of £1,000.

SIR JOHN SIMON, K.C.

The return of Sir John Simon to the Bar, announced in the morning papers recently is, it is understood, in connexion with an important arbitration case to be heard in the autumn, the claimants being Siemen's & Halske Aktien Gesellschaft, and the respondents the Standard Telephone and Cables, Ltd.

Sir John Simon will appear on behalf of the claimants, together with Mr. Vaughan Williams, K.C., and Mr. Frederick W. Wallace, whilst Mr. Wilfrid Greene, K.C., and Mr. F. R. Evershed will appear for the respondents.

SUMMER ASSIZES.

The following dates and places fixed for holding the Summer Assizes are announced in the *London Gazette* :—

NORTH-EASTERN CIRCUIT (Mr. Justice Hawke and Mr. Justice Humphreys).—19th June, Durham; 26th June, Newcastle; 3rd July, York; 9th July, Leeds.

NORTH WALES AND CHESTER CIRCUIT (Mr. Justice Branson).—26th May, Newtown; 29th May, Dolgelly; 3rd June, Carnarvon; 7th June, Beaumaris; 14th June, Ruthin; 16th June, Mold; 18th June, Chester.

Matrimonial Causes.

THE EXERCISING OF THE DISCRETION OF THE COURT.

APTED *v.* APTED AND BLISS.

It is directed by the President, in pursuance of his judgment in the above cause, that when it is intended to ask, at the hearing of a matrimonial cause, that the discretion of the Court be exercised on behalf of either party, the Petition (or Answer) shall contain a prayer to this effect.

It must also be stated, in every application for the Registrar's certificate, whether or not the Court will be asked to exercise its discretion on behalf of either party. If the exercise of the discretion is sought, there must be lodged with the application for certificate a Statement, signed by such party or his solicitor, setting forth all the facts which require the discretion to be exercised, and the grounds upon which such discretion is prayed.

Dated the 29th day of May, 1930.

W. INDERWICK,
Senior Registrar.

Principal Probate Registry,
Somerset House, W.C.2.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE	EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I. MR. JUSTICE EVE.	MR. JUSTICE MAUGHAM.
			Witness. Part I.	Non-Witness.
M'nd'y, June 2	Mr. Blaker	Mr. Andrews	Mr.*Blaker	Mr. Ritchie
Tuesday .. 3	More	Jolly	Jolly	Blaker
Wednesday 4	Ritchie	Hicks Beach	*Ritchie	Jolly
Thursday . 5	Andrews	Blaker	Blaker	Ritchie
Friday ... 6	Jolly	More	Jolly	Blaker

DATE.	GROUP I. MR. JUSTICE BENNETT.	MR. JUSTICE CLAUSON.	GROUP II. MR. JUSTICE LUXMOORE.	MR. JUSTICE FARWELL.
	Witness. Part II.	Non-Witness.	Witness. Part II.	Witness. Part I.
M'nd'y, June 2	Mr. Jolly	Mr. Hicks Beach	Mr. More	Mr. Andrews
Tuesday .. 3	*Ritchie	Andrews	*Hicks Beach	*More
Wednesday 4	*Blaker	More	*Andrews	Hicks Beach
Thursday . 5	*Jolly	Hicks Beach	*More	*Andrews
Friday 6	Ritchie	Andrews	*Hicks Beach	More

* The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

The WHITSUN VACATION will commence on Saturday, the 7th day of June, 1930, and terminate on Tuesday, the 10th day of June, 1930, inclusive.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (1st May, 1930) 3%. Next London Stock Exchange Settlement Thursday, 5th June, 1930.

	Middle Price 28th May 1930.	Flat Interest Yield.	Approximate Yield with redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	89	4 9 11	—
Consols 2½%	56¼	4 8 10	—
War Loan 5% 1929-47	102	4 18 0	—
War Loan 4½% 1925-45	98	4 11 10	4 14 0
War Loan 4% (Tax free) 1929-42	102	3 18 5	3 16 0
Funding 4% Loan 1960-90	90¼	4 8 5	4 9 0
Victory 4% Loan (Available for Estate Duty at par) Average life 35 years	94½	4 4 8	4 6 0
Conversion 5% Loan 1944-64	103½	4 16 7	4 15 9
Conversion 4½% Loan 1940-44	98¾	4 11 2	4 12 6
Conversion 3½% Loan 1961	79	4 8 7	—
Local Loans 3% Stock 1912 or after	65½	4 11 7	—
Bank Stock	250½	4 15 10	—
India 4½% 1950-55	83½	5 7 9	5 15 0
India 3½%	62½	5 12 0	—
India 3%	52½	5 14 3	—
Sudan 4½% 1939-73	96	4 13 9	4 14 6
Sudan 4% 1974	86	4 13 0	4 15 6
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years.)	83½	3 11 10	4 2 3
Colonial Securities.			
Canada 3% 1938	90	3 6 8	4 10 0
Cape of Good Hope 4% 1916-36	95	4 4 3	4 18 0
Cape of Good Hope 3½% 1929-49	84	4 3 4	4 16 0
Ceylon 5% 1960-70 (First Dividend £2 5s., 1st August, 1930.)	103	4 17 1	4 16 9
Commonwealth of Australia 5% 1945-75	90	5 11 1	5 12 3
Gold Coast 4½% 1956	94	4 15 9	4 18 0
Jamaica 4½% 1941-71	93	4 16 9	4 18 3
Natal 4% 1937	95	4 4 3	4 16 9
New South Wales 4½% 1935-45	82½	5 9 1	6 6 3
New South Wales 5% 1945-65	88½	5 13 0	5 15 6
New Zealand 4½% 1945	95	4 14 9	4 19 0
New Zealand 5% 1946	102	4 18 0	4 16 0
Nigeria 5% 1950-60 (First Dividend £1 15s., 1st August, 1930.)	101	4 19 0	4 18 6
Queensland 5% 1940-60	86½	5 15 7	5 19 0
South Africa 5% 1945-75	101	4 19 0	4 18 0
South Australia 5% 1945-75	88½	5 13 0	5 14 6
Tasmania 5% 1945-75	91½	5 9 3	5 10 0
Victoria 5% 1945-75	88½	5 13 0	5 14 6
West Australia 5% 1945-75	88½	5 13 0	5 14 6
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	64	4 13 9	—
Birmingham 5% 1946-56 (First Dividend £1 5s., 1st July, 1930.)	101	4 19 0	4 19 3
Cardiff 5% 1945-65	100	5 0 0	5 0 0
Croydon 3% 1940-60	71	4 4 6	4 16 9
Hastings 5% 1947-67 (First full half year's Dividend in October, 1930.)	102	4 18 0	4 17 6
Hull 3½% 1925-55	80	4 7 6	4 17 6
Liverpool 3½% Redeemable by agreement with holders or by purchase	75	4 13 4	—
London City 2½% Consolidated Stock after 1920 at option of Corporation	54	4 12 7	—
London City 3% Consolidated Stock after 1920 at option of Corporation	64	4 13 9	—
Manchester 3% on or after 1941	65	4 12 7	—
Metropolitan Water Board 3% "A" 1963-2003	65	4 12 7	—
Metropolitan Water Board 3% "B" 1934-2003	66	4 10 11	—
Middlesex C.C. 3½% 1927-47	85	4 2 4	4 18 0
Newcastle 3½% Irredeemable	73	4 15 11	—
Nottingham 3% Irredeemable	62	4 16 9	—
Stockton 5% 1946-66	100	5 0 0	5 0 0
Wolverhampton 5% 1946-56	101	4 19 0	5 0 0
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	83	4 16 5	—
Gt. Western Rly. 5% Rent Charge	100	5 0 0	—
Gt. Western Rly. 5% Preference	96	5 4 2	—
L. & N.E. Rly. 4% Debenture	77½	5 3 3	—
L. & N.E. Rly. 4% 1st Guaranteed	73	5 9 7	—
L. & N.E. Rly. 4% 1st Preference	65	6 3 1	—
L. Mid. & Scot. Rly. 4% Debenture	80	5 0 0	—
L. Mid. & Scot. Rly. 4% Guaranteed	77	5 3 11	—
L. Mid. & Scot. Rly. 4% Preference	70	5 14 4	—
Southern Railway 4% Debenture	80	5 0 0	—
Southern Railway 5% Guaranteed	99	5 1 0	—
Southern Railway 5% Preference	92	5 8 8	—

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. 'Phones: Temple Bar 1181-2.

AUCTIONEERS & ESTATE AGENTS.

APPLICATIONS are invited from a gentleman not over 35 years to join one of the largest and most important West-End firms in a leading position. Varied experience of the profession is an essential, together with personality, education, and initiative. Terms commensurate with the importance of the posit on will be paid, and there are splendid prospects in the future. —Applications, which will be treated in the strictest confidence, should be written in the first instance to Box 439, Solicitors' Journal, 29, Breams-buildings, E.C.4.

LIFE OFFICE AGENTS WANTED.

A PROGRESSIVE British Life Office, undertaking National Advertising Campaign, requires active Insurance Agents in London and surrounding districts. Really attractive terms will be offered to the right applicants enabling experienced agents to increase their income considerably. Untrained agents will be considered also, and may here find the opportunity they are looking for. Advertisers provide up-to-date policy contract and quote competitive premiums.—Write now, stating briefly but explicitly previous experience, and forward two recent references (copies) only, and any other particulars of recommendation, which will be treated in strict confidence, to Box 438, Solicitors' Journal, 29, Breams-buildings, E.C.4.

PRACTICES AND PARTNERSHIPS.

SOLICITOR (43), B.A. (Cantab), experienced in Conveyancing and Building Society work, also Trust, Probate, and some general practice, desires clerkship with view to partnership. Capital available.—Box 434. Solicitors' Journal, 29, Breams-buildings, E.C.4.

ACCOUNTANCY Practices, large and small, required in London, the Home Counties, Midlands, Lancashire and the South-Western Counties.—Write in strict confidence, C. W. Nourse, F.C.R.A. (retired from public practice), Accountancy Transfer Agency, 91a, St. Peter's-street, Derby.

SOLICITOR desires to purchase old-established general and conveyancing practice in or near London showing substantial profits; or early succession.—Box 99, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (35), M.A., Oxon, Commissioner for Oaths, desires partnership in old-established Conveyancing and General Country Practice; preferably in Chester or neighbouring counties. Wide experience in conveyancing, trust and family business and general practice. Able to introduce business; necessary capital available.—Box 246, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, practising own account, desires to purchase established progressive Conveyancing and General Practice producing average net profit £1,000 per annum in London.—Box 124, Solicitors' Journal, 29 Breams-buildings, E.C 4.

SOLICITOR (24), Honours November 1927, experienced in conveyancing, trust and general work in provincial city, desires assistantship with view to purchasing partnership or succession.—Box 431, Solicitors' Journal, 29, Breams-buildings, E.C.4.

ARTICLED CLERKS, &c.

LAW.—Vacancy occurs for Articled Clerk in busy solicitor's office; general practice; moderate premium.—Write Box 418, Solicitors' Journal, 29, Breams-buildings, E.C.4.

VACANCY in newly established Manchester office for energetic articled clerk; personal supervision and tuition assured; premium essential.—Box 314, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, with busy and growing general practice, has vacancy for Articled Clerk. Personal supervision. Premium required, part returned.—Apply, Box 146, Solicitors' Journal, 29 Breams-buildings, E.C.4.

SOLICITOR, general practice and clerk to local authority in growing South Coast town, has vacancy for articled clerk. Public school man preferred. Good prospects for suitable man used to country life.—Box No. 87, Solicitors' Journal, 29, Breams-bldgs., E.C.4.

ARTICLED PUPILS.

CITY Solicitor (general, old-established practice) has vacancy for Articled Pupil; excellent opportunity; personal supervision; premium.—Write Box 420, Solicitors' Journal, 29 Breams-buildings, E.C.4.

OLD-ESTABLISHED firm of Estate Agents, Auctioneers, Surveyors, and Valuers, in West-end, have vacancy for keen and well-educated youth as Articled Pupil; premium required.—Particulars to Box 421, Solicitors' Journal, 29 Breams-buildings, E.C.4.

OFFICES.

NEAR LAW COURTS, Chancery Lane.—Two excellent Offices to be let at £60 p.a. and £40 p.a. inclusive respectively. Further particulars of Herring, Son and Daw, 1000, Queen Victoria-street, E.C.4. (City 7068/9.)

THE LEASE for Disposal of Fine Residence within a few yards of RUSSELL-SQUARE, having FIFTEEN ROOMS, including one suitable for board room, good basement, eminently suitable for OFFICES of a Society or Institute. Price £2,000.—Alaway & Partners, 20, Bloomsbury-square, W.C.1. Museum 0431.

SOLICITOR with general practice occupying suite in excellent building near Law Courts, can let two or three rooms with part use of clerk's office, with ultimate view of amalgamation.—Box 416, Solicitors' Journal, 29, Breams-buildings, E.C.4.

OPPOSITE Holborn Restaurant.—Two first floor offices and use of waiting room to let. Lift and attendant. Low rental.—Box 411, Solicitors' Journal, 29, Breams-buildings, E.C.4.

INVESTIGATIONS.

ENQUIRIES and INVESTIGATIONS.—John Conquest, 36 Great James-street, Bedford-row, W.C.1 (Holborn 3866). Established 1899.

TYPEWRITERS.

ALL MAKES, equal to new, less than half original cost, fully guaranteed. Repairs and Supplies. Cash or terms.—The Typewriter Experts Co., 55, Little Britain, E.C.1. 'Phone: National 8210.

EDUCATIONAL.

SOLICITORS' FINAL EXAMINATION, June 16th-17th.—Gibson & Weldon Student (LL.B.), near Chancery-lane, wishes to interchange oral cross-questions with any person sitting same time.—Write Box 430, Solicitors' Journal, 29, Breams-buildings, E.C.4.

MISCELLANEOUS.

MORTGAGES.—First and Second, Economic Guarantee Corporation Limited, of 15, Eldon-street, E.C.2, has FUNDS for advances on short-term MORTGAGES on property and businesses. Enquiries from Solicitors, Accountants, Estates Agents and responsible parties are solicited.

NOTICE.

The business of the late Mr.

R. P. ATTENBOROUGH,

of 62, SHAFTESBURY AVENUE, has been transferred to Mr.

T. M. SUTTON,

of 156, VICTORIA STREET, opposite the UNDERGROUND RAILWAY, VICTORIA, where all business will receive prompt attention.

ESTABLISHED 1800.

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Sales and Valuations for all purposes. Compensation Claims, Probate, Rating, etc.

INFORMATION REQUIRED.

2s. per line.

"We are obliged to you for your letter of the 16th inst., and have pleasure in sending you herewith our cheque in respect of the insertion in the current issue.

"We may add that as a result of the advertisement we received a letter before 12 o'clock on Saturday giving us information which will probably be extremely helpful to our client."

Yours, R. & Co.

Gray's Inn, W.C.1.
21st May, 1930.

DANBY—DIGBY—JACKSON.—Information is desired with regard to any DESCENDANT of (*a*) WANDESFORD DANBY, son of Christopher Danby and Anne (Colepepper), his wife, born in Yorkshire 17th April, 1663, a member of the Haberdashers' Company of London in 1684, and "of London," in 1696 and still living in 1726. He is known to have had two daughters, named Elizabeth and Ann, of whom both were living in 1699. (*b*) JOHN DANBY, of Middleham, Co. Yorks, who was born on the 1st August, 1638, and was buried at Middleham in January, 1696. He had seven children, named Thomas, John, Francis, Charles, Margaret, Robert, and Katherine. The last-mentioned, Katherine, married one Digby, and had a son, James Digby, who was buried at Middleham in July, 1739, and she was buried there in December, 1756. (*c*) ELEANOR DANBY, who was born at Bedale, Co. Yorks, in March, 1664, and married Thomas Jackson in March, 1690, and is known to have had a daughter, Ann Jackson, who was living in 1695. Thomas Jackson was "of the City of York, gentleman" in 1699. A REWARD of £50 will be paid to any person supplying information which leads to the discovery of any surviving descendant of any of the persons above mentioned. This information is required in connexion with a claim to a barony now in abeyance.—Apply Hardy and Page, 2, Stone-buildings, Lincoln's Inn, W.C.2.

LIEUT.-COLONEL C. R. SCOTT, V.D., decd., late B.B. and C.I. Ry., Ceylon, Jersey, and Montreux. Will any solicitor, banker or other person having any KNOWLEDGE of a WILL, or sealed document the property of above, please COMMUNICATE with Messrs. Withall & Withall, Solicitors, 18, Bedford-row, W.C.1?

COLONEL LYALL NEWCOMEN COOPER, decd., C.B.E., D.S.O., late R.E.—Any solicitor, banker, or other person having in his possession or knowledge of a Will of the above-named deceased who died at The Elms, Park-road, Teddington, Middlesex, on the 27th September, 1929, is requested to COMMUNICATE at once with Messrs. Royds, Rawstorne & Co., 46, Bedford-square, London, W.C.1.

WILL PHILLIPE PRANGE (a sister of John Howe, who married Elizabeth Mary Friday, of Gillingham and Lingfield) or her relatives, last heard of at Shepherd's Bush 20 years ago, COMMUNICATE with Wheeler & Brill, Solicitors, Oxted, Surrey?

WILL any RELATIVES of FRANCES HILTON (a sister of John Howe, who married Elizabeth Mary Friday, of Gillingham and Lingfield) and who were last heard of in Manchester 25 years ago, COMMUNICATE with Wheeler & Brill, Solicitors Oxted, Surrey?

BARONESS AMY GORE-NORDHOFF (decd.) —Next of kin requested to communicate with C. Hoare & Co., 37, Fleet-street, E.C.4.

CAMBERWELL HOUSE,

33, Peckham Road, London, S.E.5.

Telegrams: "PSYCHOLIA, LONDON."
Telephone: RODNEY, 4731, 4732.

For the Treatment of Mental Disorders.

Also completely detached villas for mild cases with private suites if desired. Voluntary Patients received. Twenty acres of grounds. Hard and Grass Tennis Courts, Bowls, Croquet, Squash Racquets, and all indoor amusements, including Wireless and other Concerts, Occupational Therapy, Physical Drill and Dancing Classes, X-ray and Actino-Therapy, Prolonged Immersion Baths, Operating Theatre, Dental Surgery, and Ophthalmic Department, Chapel.

Four Resident Physicians and Visiting Pathologist.

An illustrated Prospectus may be obtained upon application to the Secretary.

HOVE VILLA, BRIGHTON,

Convalescent Branch of the above.

H. E. FOSTER & CRANFIELD

will SELL by AUCTION, on WEDNESDAY, 18th JUNE next, at the LONDON AUCTION MART, 155, Queen-Victoria-street, E.C.4.

The Fine Old Unrestricted FREEHOLD

No. 2, BEDFORD ROW,

and

No. 1, JOCKEY'S FIELDS.

A typical early Georgian House, with additional buildings communicating in rear. Containing 24 rooms, some beautifully panelled, and occupying a prominent position. AT THE HEAD OF THIS FAMOUS THOROUGHFARE. Let on an old pre-war Lease at the rent of £215 per annum with VALUABLE REVERSION IN 1937. To rack rents now estimated at £900 per annum.

Particulars from Messrs. Stanley Attenborough & Co., 4, Clarges-street, Piccadilly, W.1, or from the Auctioneers, 6, Poultry, E.C.2.

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conduct PERIODICAL SALES of REVERSIONS (Absolute and Contingent), LIFE INTERESTS and ANNUITIES, LIFE POLICIES, Shares and Debentures, Mortgage Debts and Bonds, and Kindred Interests, on the FIRST and THIRD THURSDAYS in each month throughout the year, at THE LONDON AUCTION MART, 155, Queen Victoria-street, E.C.4.

Offices, 6, Poultry, London, E.C.2. Telegrams: "Invariably, Stock, London." Tel. No. City 1296 (3 lines).

PERIODICAL PROPERTY AUCTIONS

H. E. FOSTER & CRANFIELD

beg to announce that their PROPERTY AUCTIONS will be held at THE LONDON AUCTION MART, 155, Queen Victoria-street, E.C.4.

Vendors, solicitors and trustees having properties for sale are respectfully invited to communicate with the Auctioneers, at their Offices, 6, Poultry, London, E.C.2. Telegrams: "Invariably, Stock, London." Tel. No. City 1296 (3 lines).

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15, STRAND, W.C.2.

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AT THE MART, 155, QUEEN VICTORIA STREET, E.C.4, ON TUESDAY, 17th JUNE, 1930.

BATTERSEA—FREEHOLD GROUND RENTS.

	secured upon		
219-225 (odd), BATTERSEA PARK-ROAD ..	£32 p.a.	Reversion	32 yrs.
367-375 (odd), ditto	£40 p.a.	..	35½ ..
"The Earl Russell," 27, RUSSELL-STREET	£12 p.a.	..	32 ..
32-35 (inc.), 36-41 (inc.), ditto 44-54 (inc.), 57 and 58 ditto	£111 15s. 0d. p.a.	..	32 ..
1 to 5 (inc.), 7, 18, 19, WARSILL-STREET 21 to 23 (inc.), 25 to 30 (inc.) ditto	£74 5s. 0d. p.a.	..	35½ ..

Solicitor: W. H. Nicholson, Esq., Moorgate Station-chambers, E.C.2.

By order of Mortgagees.
The
FREEHOLD BUILDING SITE,
No. 10, MANETTE STREET,
SOHO, W.1,
between Charing Cross-road and Greek-street, having an area of about
SQUARE 900 FEET
and a frontage of about 34 ft. 6 in.

Solicitors: Messrs. Simmons & Simmons, 1, Threadneedle-street, E.C.2.

By order of Executors.
VACANT POSSESSION OF RESIDENCE.
6, STANHOPE-TERRACE,
HYDE PARK, W.2.

6 Bedrooms, 3 Reception Rooms, Billiard Room, 2 Bathrooms, Usual Domestic Offices. Also Garage with living accommodation, being 19, Westbourne-street-mews, W.2. Lease 28½ years. Ground rent £170 p.a.

Solicitors: Messrs. Goldbergs, 31, Queen Victoria-street, E.C.4.

With Vacant Possession.
"HILLBROW,"
6, BECMEAD AVENUE,
STREATHAM, S.W.16.

5 Bedrooms, Dressing Room, Boxroom, Bathroom (h. & c.) 2 Reception Rooms, Domestic Offices, Garden, Electric Light, Central Heating.

Lease 72 years unexpired. Ground Rent £13 13s. p.a.

Solicitors: Messrs. Blundell, Baker & Co., 16, Serjeants Inn, E.C.4.

With Vacant Possession.
"CHEVENING,"
WORCESTER ROAD, SUTTON.

5 Bedrooms, Bathroom (h. & c.), 3 Reception Rooms, and good Domestic Offices.

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Solicitors:—Messrs. Trower, Still & Keeling, 5, New-square, W.C.2.

Auctioneers:—Messrs. Knight, Frank & Rutley, 20, Hanover-square, W.1.

Printed by The Solicitors' Law Stationery Society, Ltd., at "Oyez" House, Fetter Lane, London, E.C.4, and Published at 29, Breams Buildings, E.C.4 ('Phone: Holborn 1853). Agents—The United States and Canada; The Carswell Co., Ltd., 145-149, Adelaide Street West, Toronto 2, Canada; India: Higginbothams, Publishers, Mount Road, Madras; Australia and New Zealand: "The Times," 255a, George Street, Sydney, N.S.W. Saturday, May 31st, 1930.